



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

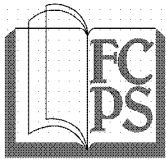
PRE-PROPOSAL CONFERENCE

Learning Content Management System and related Service and Support

RFP11-183360-69

A pre-proposal conference will be held on September 10, 2010, at 10:00 a.m. EST at the Fairfax County Public Schools Gatehouse Administration Center, 8115 Gatehouse Road, Falls Church, VA 22042, in conference room 5055. All Offerors are urged to attend.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at slhollowell@fcps.edu prior to the pre-proposal conference.


**FAIRFAX COUNTY
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Department of Financial Services / Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, VA 22042-1203
<http://www.fcps.edu/fs/procurement>
 Telephone: 571-423-3550; Fax: 571-423-3576

ISSUE DATE: September 3, 2010	REQUEST FOR PROPOSAL NUMBER: RFP11-183360-69	FOR: Learning Content Management System and related Service and Support
DEPARTMENT: Department of Information Technology	DATE/TIME OF CLOSING: October 6, 2010, at 2 pm EST	CONTRACT ADMINISTRATOR: Shelley Hollowell//571-423-3582 or shollowell@fcps.edu

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

State Corporation Commission
 Identification Number _____

Telephone/Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No or _____

Federal Social Security No.(Sole
 Proprietor) _____

Prompt Payment Discount: ____% for payment within ____ days/net
 ____ days

Fairfax Business Prof. & Occupational
 Licensing (BPOL) Tax No. _____

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: ☐ LARGE ☐ SMALL **Described in Appendix B**

CHECK ONE: ☐ MINORITY-OWNED ☐ WOMEN-OWNED **Described in Appendix B**

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

 Vendor Legally Authorized Signature

 Date

 Print Name and Title

 Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. SCOPE OF CONTRACT:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors to provide Fairfax County Public Schools (FCPS) a remotely hosted Application Service Provider (ASP) secure Learning Content Management Systems (LCMS) and related technical and service support for the district's *FCPS 24/7 Learning* environment in accordance with the terms and conditions of this RFP. The system may be used by up to 350,000 users comprised of kindergarten through grade 12 students, adult and community education, adult high school, faculty, school-based administrators, central staff, and parents. The resulting contract(s) will be available for use by all agencies and activities of Fairfax County Public Schools (FCPS) and Fairfax County Government, herein referenced as FCPS.

- 1.1. FCPS prefers either one Offeror to function as the LCMS provider, the ASP services provider, and the services support provider, or for one Offeror to provide one teaming arrangement that is qualified to perform the specified and implied tasks associated with these functions.
- 1.2. FCPS expects all Offerors to provide explanation in proposals for the approach and processes that will be employed to meet the required system availability dates listed below.

February 2011	Kickoff meetings, modification of contracted solution work plan(s), as required
March 2011	All infrastructure and baseline product installations available for testing
April 2011	All required customizations complete and available for testing
May 2011	System load and stress testing complete
June 2011	System production ready

The full functionality provided by *FCPS 24/7 Learning* is critical to the FCPS instructional mission. The successful Offeror will, as a minimum, provide all current functionality, available to supported end users, for the start of the 2011 – 2012 school year (August 2011).

2. PRE-QUALIFICATION:

Offerors meeting the following minimum qualifications should submit proposals: (Note: All of the pre-qualifications set forth below must be met in order for a proposal to receive further consideration.)

- 2.1. The Offeror (s) must have at a minimum five (5) years successful, continuous experience in providing integrated course, content, and community portal management solutions to K-12 school districts and/or to state departments of education (Ref: Attachment 1).
- 2.2. The Offeror must provide a minimum of three (3) references from K-12 school districts and/or state departments of education preferably from county and/or municipal school districts of equivalent size to Fairfax County Public Schools (Ref: Attachment 1).

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- 2.3. The Offeror must be a Priority 1 service provider as defined by the E-rate Program and provide a Service Provider Identification Number, referenced as SPIN (Ref: Special Provisions, Paragraph 3 and Attachment 1).
- 2.4. The Offeror must be willing to negotiate the terms and conditions of an FCPS Confidentiality Agreement that will be executed at the time of contract award (Ref: Attachment 2).

3. E-RATE:

Offerors responding to this RFP are advised that FCPS participates in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Karrey amendment). This program provides FCPS the opportunity to receive discounts for certain products and services provided by Contractors.

3.1. "E-rate" Funding Program

- A. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.
- B. Contractor shall be a Priority 1 service provider as defined by the E-rate Program.
- C. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with FCPS E-rate Program to ensure that FCPS receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- D. Contractor shall submit with its proposal a Service Provider Identification Number, or "SPIN." (Ref: Attachment 1).
- E. Contractor shall provide to FCPS staff and/or FCPS's E-rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that FCPS may need to prepare E-rate applications and/or to document transactions eligible for E-rate support (www.sl.universalservice.org).
- F. At FCPS's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- G. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.

4. PRE-PROPOSAL CONFERENCE:

- 4.1. A pre-proposal conference will be held on September 10, 2010, at 10 a.m. in the Fairfax County Public Schools Gatehouse Administration Center I, Conference Center Room 5055, 8115 Gatehouse Road, Falls Church, Virginia. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

SPECIAL PROVISIONS

- 4.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

5. CONTRACT PERIOD AND RENEWAL:

- 5.1. This contract will begin date of award and terminate on June 30, 2015. At the expiration of its term, this contract may be renewed for two (2) three-year periods, upon mutual agreement.
- 5.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

6. BACKGROUND:

- 6.1. FCPS is located in Fairfax County, Virginia, in the metropolitan Washington D.C. area. The county has a population of over 1,000,000 residents living in an approximately 400 square mile area. The school district encompasses Fairfax County with the exception of the schools in the independent cities of Alexandria and Falls Church. It serves approximately 175,000 K-12 students for over 13 percent of all students in the Commonwealth of Virginia. FCPS is the largest school division in Virginia and the twelfth largest in the nation, by enrollment. Currently, there are 245 schools and centers in the district. There are approximately 22,000 full-time staff. For more information about FCPS, visit the website at <http://www.fcps.edu>.
- 6.2. FCPS has provided an online learning environment to all teachers, staff, and students since January 2002. The site, branded *FCPS 24/7 Learning* is supported through the use of Blackboard, Inc. Enterprise system which provides a course and organization learning system, a content management system, and a community portal system. There has been continuous growth in usage and capabilities each year and, over time, additional capabilities have been added to support the demand for enhanced functionality. In some cases, these capabilities are commercially available add-ons or custom development using the Blackboard Software Development Kit (SDK) building block protocol with some modifications required to core product code. Some capabilities are third-party products accessed via custom development of pass-through tools to support simple pass-through. In some cases, the development includes pass-through and secure data transfer and updating to third-party products. The following capabilities represent highlights of current customized elements that will be available to users for the beginning of the 2011 – 2012 school year.

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- A. Enhanced security features manage access, password change protocols, and permissions. The application supports forced password changes by users, by role, as specified by the system administrator. Additionally, password protocols are in place to specify minimum password length, blocking reuse of previous password, and setting password to username. Planning is underway to replace the current process with FCPS managed processes using Active Directory and Shibboleth protocols.
- B. Parents and legal guardians have the ability to register online for individual accounts for the *FCPS 24/7 Learning* environment. Parents are provided a unique registration key and undergo account validation at one of their children's schools via a school managed validation application. Account validation provides parents a custom system view with direct access to all of their students' class sites, a consolidated calendar view, and indications of new announcement postings in any of their students' classes. Following full fielding of a new Student Information System, projected for the 2011 – 2012 school year, registration may be eliminated. Validation is expected to continue.
- C. Authorized parents and guardians are provided access to securely view and update their students' emergency care information online and submit updates for school validation.
- D. Parents of high school students have access to post-secondary education and career planning tools available to each of their high school students. Parents gain access to these tools via secure pass-through link available in the *FCPS 24/7 Learning* environment that additionally provides real-time updating to parent email addresses to the application, the Naviance Counselor's Office Succeed product.
- E. Selected school leaders and central administrators have access to a course listing of all available class sites in their associated schools. This access, centrally assigned by FCPS system administrators, allows school leaders to directly access all class sites and provides direct links to class site usage statistics.
- F. Extensive custom reporting is provided to track details of usage at the district and school level. Selected reports are district view only, with additional reports designated for access by School leaders. Usage is tracked for access to and use of courses, wikis, blogs, podcasts, custom search functionality. Reports are presented both graphically and in tabular format and are a mix of on-demand and scheduled reports.
- G. Security modifications are in place to block users with institution roles associated with K-12 students from access to user information other than their own and deny these institution roles from the ability to reset user passwords regardless of the student's assigned role in a class site or organization.
- H. The standards, benchmarks, indicators, curriculum and a wide variety of resources are provided to FCPS eCART users via a one-way custom synchronization process that provides daily updates from the FCPS developed and owned Curriculum Repository that includes new resources, updated resources, and deletes replaced or removed resources

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- I. The protocol for updating and replacing resources accommodates the periodic remapping of Virginia State Standards of Learning and provides a customized ability to identify and appropriately replace outdated links in teachers' *FCPS 24/7 Learning* class sites and organizations.
- 6.3. Since the fall of 2008, FCPS has provided teachers, students, and select staff access to a suite of instructional tools all accessed via the *FCPS 24/7 LEARNING* user interface. This capability, branded FCPS eCART (electronic Curriculum, Assessment, Resource Tool) provides all teachers, school administrators, and selected central staff access to curriculum, resources, assessment items, assessments and formative student assessment results through *FCPS 24/7 Learning*. Access to the assessment application, a Northrop Grumman developed Horizon product, is provided by secure pass through. Teacher access to the centrally developed and managed curriculum and resources is provided by custom search functionality within *FCPS 24/7 Learning* that supports searches developed using a hybrid of IMS, Dublin Core, and custom metadata to support search and retrieval by resource ID, curriculum, subject, standard, benchmark, indicator as well as key word and key phrase options. Students access these resources, as provided by the teachers, via links inserted into their available *FCPS 24/7 Learning* class sites and organizations.
- 6.4. Assessment item results in the Northrop Grumman Horizon assessment product are each associated with a single indicator from the FCPS Program of Studies (POS). These indicator links, when selected by a teacher, pass the selected indicator information back to the Blackboard developed custom search functionality in *FCPS 24/7 Learning*. Based on the indicator selected in Horizon, the user is presented with the search page pre-populated with search criteria based on the instructional indicator. This feature returns teachers with a full list of available resources associated with the indicator.
- 6.5. The Learning Objects suite of products is provided to all course and organization instructors/leaders via a set of building blocks that provide access to secure wiki, blog and podcast functionality for each course and organization site. Additional information about these tools is available at www.learningobjects.com.
- 6.6. Below is a list of helpful resources that are available online to assist Offeror learn more about the FCPS.
 - Technology Plan: <http://www.fcps.edu/DIT/techplan/tech.html>
 - Procurement Services: <http://www.fcps.edu/fs/procurement/>
 - Information Technology: <http://www.fcps.edu/DIT/>
 - 2009 Technology Operational Report: Visit [Fairfax County School Board Site](#)
 - Select Meetings
 - Select 03/08/2010 Work Session Nos. 90-94
 - Select Item 90 – Operational Expectations
- 6.7. For additional FCPS technical environment and architecture information see Exhibit 1.

SPECIAL PROVISIONS

7. TECHNICAL REQUIREMENTS

7.1. The technical requirements are identified in Attachment 3. The Offeror (s) is expected to address each of these technical requirements by providing written responses in the Technical Requirements Table (Attachment 5). The technical requirements are listed below:

1. Proposed Solution Architecture
2. Backup and Restore
3. Level of Compliance
4. Flexible Acceptance of Content Objects
5. Configuration and Customization
6. Data and Content Conversion
7. Installation Services
8. Documentation
9. System Maintenance
10. Support
11. Application Security Tools and Capabilities
12. System Performance
13. System Interfaces
14. Unit and System Testing
15. System Integration Testing
16. Performance Testing
17. Regression Testing
18. Acceptance Testing
19. Disaster Recovery Plan
20. System and Physical Security Procedures
21. Training
22. Account and Course Management

8. FUNCTIONAL REQUIREMENTS

8.1. The functional requirements are identified in Attachment 4. The Offeror (s) is expected to address each of these functional requirements by providing written responses in the Functional Requirements Table (Attachment 6). The functional requirements are listed below:

1. General Functionality
2. Management
3. Graphic User Interface Management
4. Communications
5. Assessments and Assignments
6. Gradebook

9. TASKS TO BE PERFORMED

The Contractor is expected to perform the technical and functional requirements specified in this RFP (Ref: Attachments 3 and 4) as the contracted solution to include the following.

Offerors must submit Attachment 7 as part of the their proposal response to Special Provisions, Paragraph 9, Tasks to be Performed.

9.1. The contractor shall provide FCPS an Enterprise license for the LCMS, hosted on servers dedicated to FCPS and hosted by the vendor or a vendor contracted service provider (ASP).

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- 9.1. **Project Management:** The Contractor shall adhere to best practices for effective management of project activities in accordance with the life-cycle management of projects outlined in the Project Management Institute (PMI) Guide to the Project Management Body of Knowledge (PMBOK), Version 4.
- A. In collaboration with the FCPS project manager, the Contractor shall develop and maintain project plans with respect to the scope encompassed in this solicitation to ensure the cost, schedule, and quality for a successful implementation of the Contractor's proposed Solution. The Contractor must submit a task/activity plan specifying to the tasks to be undertaken and their estimated duration.
 - B. Time lines showing beginning and ending dates for each major task are to be included in implementation plans and any subsequent project effort developed during the life of the contract, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the durations required to meet delivery dates required by the contract.
 - C. The Contractor shall coordinate its activities with FCPS and track the performance of those activities, making adjustments deemed appropriate, and in accordance with the mutually agreed upon change management processes outlined in Special Provisions, Tasks to be Performed, Paragraph 9. 18 by the joint FCPS and Contractor project team. The Contractor shall conduct periodic reviews with FCPS to report on project progress. The Contractor shall include key decision-makers in these reviews as appropriate, as well as the technical and functional resources capable of addressing agenda items in the reviews.
- 9.2. **Communication Plan:** Upon project start, the Contractor shall apply the contracted communication plan. This communication plan shall have details that include but are not limited to the frequency and type of communications between the Contractor and FCPS (project manager) to ensure timely and accurate communication as needed for the success of the project.
- 9.3. **Requirements Analysis and Validation:** The Contractor shall lead and document the requirements analysis with the objectives of understanding and specifying the requirements at a level sufficient to complete the development, customization, testing, and deployment of the proposed Solution both for initial deployment and for any subsequent work authorized by FCPS. FCPS will provide the subject matter expertise and sign-off on the requirements specifications, which the Contractor will place under configuration control. Revisions to baseline requirements must be managed by the change management process detailed in Special Provisions, Tasks to be Performed, Paragraph 9.18. Life-cycle requirements management will be documented using a requirements traceability matrix.

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- 9.4. **Security Analysis:** The Contractor shall apply the contracted solution based on the their analysis of FCPS requirements that mitigates the risk of unauthorized access to data and/or functions within the proposed Solution, as well as prevent attacks that may jeopardize the integrity of the proposed Solution. At a minimum, the contracted Solution shall address authentication, authorization, user roles and levels of access to data and functions, data encryption, audit trails, and reports. SAS 70 II audit results are acceptable to fulfill this requirement. If a SAS 70 II audit has not been performed, the successful Contractor agrees to a third party security audit at Contractors expense, at FCPS discretion, and further agrees to develop a plan of corrective action and timeline for any vulnerabilities identified as a result of such audit.
- 9.5. **Hardware and Infrastructure Recommendations:** The Contractor shall apply the contracted solution for the hardware required that will satisfy FCPS performance requirements for the expected user base, will provide 24/7 access, and will mitigate any downtime. The Contractor shall also specify the infrastructure requirements for the recommended hardware. In collaboration with FCPS technical staff, the Contractor shall also specify the configuration of the recommended hardware within the FCPS operational environment. At a minimum, FCPS will need separate environments for development, testing, training, and production. In an ASP model, Contractor shall provide hardware infrastructure and management services as part of the Solution.
- 9.6. **Installation and Configuration:** The Contractor shall install and configure the contracted solution in a manner that meets the baseline requirements. The Contractor shall replicate this process for the development, testing, training, and production environments. The Contractor shall provide a secure environment for delivery of any software, patches, fixes, etc.
- 9.7. **Software Customization:** Based on customization needs identified in the contracted solution and/or the requirements analysis, the Contractor shall implement those customizations approved by FCPS. The Contractor's implementation of these customizations shall be performed in accordance with the services specified in this section.
- 9.8. **Data Conversion:** The Contractor shall develop and apply the data conversion plan to migrate current data to the contracted solution. The Contractor's plan shall include but not be limited to identifying data sources and targets, developing mappings and transformations, develop and test scripts to convert and load the data, and execute the data conversions according to the agreed upon plans. This detailed plan must allow for an incremental deployment of the solution.
- 9.9. **System Interface Integration:** The Contractor's implementation of system interfaces shall be performed in accordance with the services specified in this RFP and subsequent documents jointly developed during the detailed project planning process. FCPS will facilitate interface and co-coordination with other vendors whose products are either currently integrated with the Blackboard product suite or accessed through the *FCPS 24/7 Learning* interface to efficiently integrate the development efforts.

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- 9.10. Design Walkthroughs: The Contractor shall conduct design walkthroughs with FCPS staff to elicit early feedback on configurations, customizations, and interfaces. The Contractor will provide FCPS with the topics being covered and any related screenshots, design documentation, etc., one week prior to the scheduled walkthroughs. The Contractor will document the feedback and verify it with FCPS.
- 9.11. Testing: Testing activities will be performed as specified in the Technical Requirements identified in Attachment 3.
- 9.12. Deployment: In collaboration with FCPS, the Contractor shall develop and execute a deployment plan of the configured Solution supporting a phased implementation. The deployment plan must have detailed steps, responsibilities, and timelines for moving the Solution into production. FCPS resources will also support the deployment as agreed during planning. The Contractor shall have key personnel and resources on site at FCPS, as necessary to support data integration efforts, as each component is deployed to aid in rapidly addressing any issues that may arise.
- 9.13. Maintenance and Support: The Contractor shall provide an extended maintenance agreement, including support, for the term of the contract. Maintenance and support will include: software and documentation upgrades, remedy of software defects, and user support for FCPS support staff (Ref. Technical Requirements, Attachment 3, Paragraph 10).
- 9.14. Warranty Period: Contractor shall provide a minimum one year performance warranty covering the specifications for and performance of the application software commencing upon acceptance of phased deliverables. The warranty period will be extended, if necessary, to resolve outstanding substantive issues within the project scope.
- 9.15. Documentation: The Contractor shall apply the contracted documentation process. This process must be sufficient for FCPS to operate and sustain the contracted solution. The documentation shall be available to appropriate system support personnel online. The support site providing documentation access shall support document download in pdf format. This documentation must include but is not limited to the following:
- A. System installation and configuration instructions.
 - B. Application administration procedures.
 - C. End-user processes and functions with specific permission provided for FCPS to customize such documentation for internal use with acknowledgement of the source of such documentation.
 - D. System and application architecture.
 - E. Database schema and data dictionary.
 - F. Query and report writer functions.
 - G. Backup and recovery procedures.
 - H. Disaster recovery procedures.
 - I. Application troubleshooting and error messages.
 - J. Performance monitoring.
 - K. Hardware and software requirements.
 - L. Testing documentation including but not limited to use cases, test plans, test cases, and testing results mapped to baseline requirements as modified by any approved changes.
 - M. Security Architecture (i.e. how security is set up and any hierarchies)
 - N. Development tool(s) documentation.

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- 9.16. **Consulting:** The Contractor shall be capable of providing consulting services on a task order basis as firm-fixed price services beyond the scope of the initial implementation based on a professional services agreement incorporated into contract with FCPS.
- 9.17. **Change Management:** The Contractor shall adhere to a change management processes throughout the life of the contract. The Contractor will acknowledge their endorsement of this general approach which shall include but not be limited to the following:
- A. Whichever party to the resulting contract identifies a potential change to the application software installed in support of FCPS will document the potential change, thereby initiating a change request under this process.
 - B. The change request will be presented to the FCPS project manager for approval to proceed with an initial analysis by the Contractor.
 - C. Once FCPS has authorized the Contractor to proceed with development of the change request, the Contractor will proceed with an initial analysis and complete the change request by specifying the change type, general feasibility, estimate of the cost to develop detailed specifications and then implement the change, and potential impact the change implementation would have on already adopted project timelines. Contractor will complete this analysis at no cost to FCPS and provide the document to the FCPS Project Manager for internal FCPS review.
 - D. FCPS will review the change request and issue a written notice to Contractor of FCPS' decision to approve, disapprove, or defer the change request. Upon receiving a written notice to proceed from FCPS, confirmed by the Change Request signed by the appropriate FCPS approval authority, Contractor will make the appropriate changes to the Project Work plan and supporting project documentation.
 - E. FCPS will process the final change authorization for appropriate modification to existing, or initiation of a new, task order for the work to be performed.
- 9.18. The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

10. OTHER SERVICES:

The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow FCPS and Fairfax County administrators to monitor the program's progress and effectiveness. FCPS and Fairfax County administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year (Ref: Special Provisions, Paragraph 9, Tasks to be Performed).

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11. TECHNICAL PROPOSAL INSTRUCTIONS:

The Offeror must submit the Technical Proposal in a separate binder from the Cost Proposal. The Technical Proposal must contain a narrative addressed separately to the appropriate Tab numbers below for each of the tasks and attachments described in this RFP. This narrative includes, but is not limited to: a description of phases, segments, flow charts, discussion of changes, milestones, and deliverables. The proposal should also describe plans to support unexpected issues and alternative approaches. This information will be considered the minimum content of the proposal.

Proposal contents must be arranged in the same order and identified with appropriate Tab numbers listed below:

11.1. The following information should be submitted as part of the cost proposal:

TAB 1 Cover letter: Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; brief history of organization; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

TAB 2 Executive Summary: Offeror's proposed definitive Scope of Work with explanation of technical and functional approaches and a detailed outline of the proposed program for executing the requirements of the RFP scope and achieving project objectives.

TAB 3 Technical Requirements: Statement and discussion of the requirements as analyzed by the Offeror understanding the approach for technical requirements as defined in Special Provisions, Technical Requirements, Paragraph 7 and in Attachment 3. The Offeror must also complete and submit the Technical Requirements Table in this section (Ref: Attachment 5).

TAB 4 Functional Requirements: Statement and discussion of the requirements as analyzed by the Offeror understanding the approach for functional requirements as defined in the Special Provisions, Functional Requirements, Paragraph 8 and Attachment 4. The Offeror must also complete and submit the Functional Requirements Table in this section (Ref: Attachment 6).

TAB 5 Tasks to be Performed: Statement and discussion of the requirements as analyzed by the Offeror understanding the approach for tasks to be performed once the contract is awarded as defined in Special Provisions, Tasks to be Performed, Paragraph 9. The Offeror must also complete and submit the Tasks to be Performed Table in this section (Ref: Attachment 7).

TAB 6 Licenses/Service Agreements: Offeror must provide all services and licensing agreements that would apply to the application and services proposed.

TAB 7 Confidentiality Agreement: Offeror must provide the Confidentiality Agreement in this section (Ref: Attachment 2). The Offeror must be willing to negotiate the terms and conditions of this agreement that will be executed at the time of contract award (Ref: Special Provisions, Paragraph 2.4., Pre-qualification).

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TAB 8 Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. Years of Experience: Offerors must have a minimum five (5) years successful, continuous experience (Ref: Special Provisions, Prequalification, Paragraph 2.1).
- c. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference (Ref: Special Provisions, Prequalification, Paragraph 2.2).
- d. E-Rate: Offerors must be a Priority 1 service provided as defined by the E-rate Program and must provide a Service Provider Identification Number (Ref: Special Provisions, Prequalification, Paragraph 2.3 and Special Provisions, Paragraph 3, E-Rate).
- e. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- f. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Offeror, if relevant.

12. COST PROPOSAL INSTRUCTIONS:

The Offeror must submit the Cost Proposal in a separate binder from the Technical Proposal. The cost proposal shall explain cost and pricing data adequate to establish the reasonableness of the proposed fee (Ref: Sample Pricing Schedule, Appendix B).

SPECIAL PROVISIONS

Proposal contents must be arranged in the same order and identified with appropriate Tab numbers listed below:

12.1. The following information should be submitted as part of the cost proposal:

TAB 1 Offerors must provide all the completed Appendix B documents.

TAB 2 Offerors must provide a current, signed W-9 form.

TAB 3 Offerors must provide a price breakdown for each service separately as well as totals for services provided together if prices differ (Ref: Sample Pricing Schedule, Appendix B).

TAB 4 Offeror will provide a costing model that accommodates increasing server capacity over the life of the contract up to 125,000 class sites and organizations. Estimates for increases may be base-lined on 5,000 courses with an average course size of 50 MB (Ref: Technical Requirements, Attachment 3, Section 12).

TAB 5 Offeror will provide a table representing the credit structure that will be applied for any cumulative period of down time that falls below the 99.9% availability level with incremental increases in credit up to a maximum of 100% monthly credit. Credits will be associated with all environments provided to support production, staging, test and development, and disaster recovery environments recommended in the Offeror's solution to meet FCPS needs (Ref: Technical Requirements, Attachment 3, Section 12).

TAB 6 Training -- Offerors must provide travel, lodging, M& IE and local costs and per diem or subsistence costs if any supported by breakdown including destination, duration and purposes. All travel and per diem costs for solutions and services shall be invoiced at actual travel and per diem per GSA per diem rates found on the GSA website at <http://www.gsa.gov/portal/category/21287>.

TAB 7 Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.

13. **PRICING:**

13.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices as negotiated with and agreed by FCPS.

13.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

SPECIAL PROVISIONS

- 13.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

14. TRADE SECRETS/PROPRIETARY INFORMATION:

- 14.1. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 14.2. The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Offeror.

15. CONTACT FOR CONTRACTUAL MATTERS:

- 15.1. The person to contact concerning contractual and technical matters pertaining to this Request for Proposal is:

Shelley Hollowell, Contract Administrator, CPPB
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3582
Email: shollowell@fcps.edu

- 15.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

16. REQUIRED SUBMITTALS:

- 16.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

17. SUBMISSION OF PROPOSAL:

- 17.1. One (1) original (duly marked) and twelve (12) copies of the Technical proposal, one (1) original (duly marked) and twelve (12) copies of the Cost proposal (Appendix B). The Offeror must submit two copies of the technical proposal and two copies of the cost proposal in a CD or electronic format. The Offeror must include a notarized statement that the CD version is a true copy of the printed version. The proposals shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Financial Services
Office of Procurement Services, Suite 4400
8115 Gatehouse Road
Falls Church, VA 22042-1203
Telephone: 571-423-3550

SPECIAL PROVISIONS

- 17.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the opening/closing of the solicitation. All addenda **MUST** be signed and submitted to the Fairfax County Public Schools, Department of Financial Services, Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the Fairfax County DPSM current solicitation web page. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

- 17.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

- 17.4. Each original and set of the twelve (12) copies of the proposal shall consist of:

- a. Cover sheet (DPSM32)
- b. Technical proposal as required in the Special Provisions, Paragraph 11, **TECHNICAL PROPOSAL INSTRUCTIONS that must include the following:**

- TAB 1** Cover letter
- TAB 2** Executive Summary
- TAB 3** Technical Requirements
- TAB 4** Functional Requirements
- TAB 5** Statement addressing the Tasks to be Performed
- TAB 6** Licenses/Service Agreements
- TAB 7** Confidentiality Agreement
- TAB 8** Statement of Qualifications

- c. Cost proposal as required in the Special Provisions, Paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix B must be included in the Cost proposal).

- TAB 1** Completed Appendix B documents
- TAB 2** Current, signed W-9 form
- TAB 3** Price breakdown structure
- TAB 4** Costing model
- TAB 5** Table representing the credit structure that will be applied for any cumulative period of down time
- TAB 6** Training Costs
- TAB 7** Financial Statements

- 17.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

SPECIAL PROVISIONS

18. LATE PROPOSALS:

- 18.1. **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the Offeror.**

19. PERIOD THAT PROPOSALS REMAIN VALID:

- 19.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

20. BASIS FOR AWARD:

- 20.1. The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.
- 20.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Offeror(s) will then be reviewed.
- 20.3. Based on the results of the preliminary evaluation, the highest rated Offeror(s) may, at FCPS discretion, be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, FCPS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- 20.4. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the Board of Supervisors, if appropriate, prior to actual award of contract.
- 20.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- a. Qualification of firm with appropriately qualified and experienced personnel.
- b. Depth of response to the Special Provisions, Paragraph 7 and Attachment 3, **TECHNICAL REQUIREMENTS by completing and submitting the TECHNICAL REQUIREMENTS TABLE (Attachment 5).**
- c. Depth of response to the Special Provisions, Paragraph 8 and Attachment 4 , **FUNCTIONAL Requirements completing and submitting the FUNCTIONAL REQUIREMENTS TABLE (Attachment 6).**
- d. Depth of response to the Special Provisions, Paragraph 9, **TASKS TO BE PERFORMED completing and submitting the TASKS TO BE PERFORMED TABLE (Attachment 7).**
- e. Reasonableness of cost proposal(s). Special Provisions, Paragraph 12, **COST PROPOSAL INSTRUCTIONS.**

SPECIAL PROVISIONS

- 20.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
 - 20.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
 - 20.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
 - 20.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
21. **INSURANCE:**
- 21.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the Contractor or by the County. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
 - 21.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subContractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subContractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

SPECIAL PROVISIONS

- d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. The Contractor agrees to maintain excess/umbrella insurance in an amount of \$5,000,000 per occurrence.
 - f. Liability insurance may be arranged by obtaining Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - g. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - h. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - i. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - j. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.
- 21.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 21.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 21.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 21.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

SPECIAL PROVISIONS**22. METHOD OF ORDERING:**

- 22.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 22.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 22.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 22.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 22.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating Contractors will accept procurement card orders.

- 22.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 22.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 22.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

23. REPORTS AND INVOICING:

- 23.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

SPECIAL PROVISIONS

- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- A. Employee name;
 - B. The name of the County department;
 - C. Date of services
 - D. The type of services; and,
 - E. The itemized cost for each item/service.
- 23.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 20.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.
24. **PAYMENTS:**
- 24.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Tasks to be Performed, Paragraph 9.
25. **ELECTRONIC PAYMENT OPTION:**
- 25.1. The Vendor ACH Payment Program of FCPS allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Office of the Comptroller's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact Accounts Payable, Office of the Comptroller at 571-423-3730 or APInfo@fcps.edu. A copy may also be picked up at Accounts Payable, Office of the Comptroller.
26. **CHANGES:**
- 26.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 26.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

SPECIAL PROVISIONS**27. DELAYS AND SUSPENSIONS:**

- 27.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
- 27.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

28. ACCESS TO AND INSPECTION OF WORK:

- 28.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

29. PROJECT AUDITS:

- 29.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 29.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 29.3. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

SPECIAL PROVISIONS

- 29.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subContractors in their subcontracts, for any portion of the work.
- 29.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.
30. **OTHER SERVICES:**
- 30.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.
31. **DATA SOURCES:**
- 31.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.
32. **SAFEGUARDS OF INFORMATION:**
- 32.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.
33. **ORDER OF PRECEDENCE:**
- 33.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).
34. **SUBCONTRACTING:**
- 34.1. If one or more subContractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subContractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations.
- 34.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subContractor, that subContractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

SPECIAL PROVISIONS**35. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 35.2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
- 35.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 35.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 35.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

36. NEWS RELEASE BY VENDORS:

- 36.1. As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 37.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, subContractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 37.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

SPECIAL PROVISIONS**38. HIPAA COMPLIANCE:**

- 38.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 38.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

39. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 39.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subContractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subContractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 39.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 39.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

SPECIAL PROVISIONS

- 39.4. Failure to comply with the above requirements may result in termination of the contract.

40. **IMMIGRATION REFORM AND CONTROL ACT:**

- 40.1. 38.1 Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

41. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

General Conditions and Instructions to Bidders**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

General Conditions and Instructions to Bidders

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

General Conditions and Instructions to Bidders

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
 - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise **benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.**
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
 6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
 7. **MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.
 8. **COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
 9. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
 10. **CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
 11. **BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
 12. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
 13. **TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
 14. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
15. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

General Conditions and Instructions to Bidders

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;

General Conditions and Instructions to Bidders

- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

General Conditions and Instructions to Bidders**CONTRACT PROVISIONS**

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

General Conditions and Instructions to Bidders

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subContractor or vendor.
- e. Contractor and SubContractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subContractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

General Conditions and Instructions to Bidders

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

General Conditions and Instructions to Bidders

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

General Conditions and Instructions to Bidders

- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subContractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or Offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or Offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or Offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority of registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

General Conditions and Instructions to Bidders

- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, Offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, Offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 - 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 - 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 - 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

General Conditions and Instructions to Bidders**70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or Offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or Offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or Offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

General Conditions and Instructions to Bidders

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, Offeror, potential bidder or Offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subContractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
 Telephone Number: () _____
 E-Mail Address: _____

Fiscal Representative: _____
 Telephone Number: () _____
 E-Mail Address: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, SubContractor's Notification Form, Pricing Schedule).
- E. Attachment 1 (Prequalification/Reference Checklist and Service Provider Identification Number (SPIN).
- F. Attachment 2(Confidentiality Agreement).
- G. Attachment 3 (Technical Requirements).
- H. Attachment 4 (Functional Requirements).
- I. Attachment 5 (Technical Requirements Table).
- J. Attachment 6 (Functional Requirements Table) .
- K. Attachment 7 (Task to be Performed Table)
- L. Professional Service Level and Maintenance Agreements.
- M. Current signed W-9.

 Typed Name and Title

 Signature

 Date of Submission

SAMPLE PRICING SCHEDULE INSTRUCTIONS

Provide detailed pricing the proposed solution for vendor hosted and managed Application Service Provider (ASP) solutions. Include ongoing fees, one time charges, customization fees, and any other charges associated with installation, implementation, customization, modifications, support, and training, to include the credit structure for down time for the proposed solution. FCPS will consider any or all pricing options (Ref: Special Provisions, Paragraph 12).

Description	Qty	Unit Price	Total/Year
Application Software Licenses <i>Itemize individually licensed components</i>		\$	\$
ASP hosting fees (Production) <i>Itemize fees for individually licensed components if applicable</i>		\$	\$
ASP hosting fees (Test environment) <i>Itemize fees for individually licensed components if applicable</i>		\$	\$
ASP hosting fees (Disaster Recovery and acceptance testing environment) <i>Itemize fees for individually licensed components if applicable</i>		\$	\$
Storage (TB listed by hosted environment)		\$	\$
Full-time Hosting Manager		\$	\$
List all additional costs for services such as Business Continuity Services, High Availability Services, Disaster Recovery		\$	\$
Managed Call Center Services		\$	\$
3 rd Party Software		\$	\$
Volume Discounts or other Alternative Pricing		\$	\$
Software Escrow		\$	\$
Data Conversion		\$	\$
Software Customization		\$	\$
System Interface Integration		\$	\$
Software Maintenance		\$	\$
Hardware Maintenance			
System Support		\$	\$
Installation and Testing (itemize installation, system testing, acceptance testing support, load and stress testing)		\$	\$
System Security Audit		\$	\$
Training		\$	\$
Consultation Services		\$	\$
Travel Costs		\$	\$
Customization Services by Job-Class		\$	\$
Credit Structure		\$	\$
Other (Please Specify)		\$	\$

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

 Signature

 Date

 For Office Use Only:

- Company name and address: _____
- Amount of Contract Award \$ _____
- Fairfax County Department: _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your proposal. Contract award may not be made without it.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of
Representative:**

Signature/Date:

_____/_____

Company Name:

Address:

City/State/Zip:

SSN or TIN No:

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 35 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Manassas Park, Virginia
Alexandria Sanitation Authority	Manassas, Virginia
Alexandria, Virginia	Manassas City Public Schools, Virginia
Arlington County, Virginia	Maryland-National Capital Park & Planning Commission
Arlington Public Schools, Virginia	Metropolitan Washington Airports Authority
Bowie, Maryland	Metropolitan Washington Council of Governments
Charles County, Maryland	Montgomery Community College
Charles County Public Schools, MD	Montgomery County, Maryland
Chevy Chase Village, MD	Montgomery County Public Schools, MD
Clark County Administrative Services	Northern Virginia Community College
College Park, Maryland	Northern Virginia Regional Commission
Culpeper County, Virginia	Orange County Public Schools, Virginia
Culpeper County Public Schools	Prince George's County, Maryland
District of Columbia	Prince George's County Public Schools, MD
District of Columbia Courts	Prince William County Public Schools, VA
DC Water and Sewer Authority	Prince William County, Virginia
District of Columbia Schools	Prince William County Service Authority
Fairfax County Water Authority	Rappahannock County Public Schools, VA
Fairfax, Virginia (City)	Rockville, Maryland
Falls Church City Public Schools	Shenandoah County Public Schools, VA
Falls Church, Virginia	Spotsylvania County Schools, Virginia
Fauquier County, Virginia	Stafford County, Virginia
Fauquier County Schools, Virginia	Stafford County Public Schools, Virginia
Fauquier County Water & Sanitation Authority	Takoma Park, Maryland
Frederick City, Maryland	Vienna, Virginia
Frederick County Maryland	Upper Occoquan Sewage Authority
Frederick County Schools, Maryland	Virginia Railway Express
Gaithersburg, Maryland	Washington Suburban Sanitary Commission
Greenbelt, Maryland	Washington Metropolitan Area Transit Authority
Herndon, Virginia	Winchester, Virginia
Leesburg, Virginia	Winchester Public Schools
Loudoun County Sanitation Authority	Others
Loudoun County, Public Schools, VA	
Loudoun County, Virginia	
Madison County Public Schools, VA	
Manassas Park Public Schools, VA	

Complete and return this form with your proposal. Contract award may not be made without it.

Vendor Name

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<u>Line</u>	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services / Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____(from Business Classification Schedule)

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subContractor (ref. paragraph 34, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subContractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal. Contract award may not be made without it.

Pre-Qualification and SPIN

All Offerors are required to submit the following:

1. The Offeror is required to have at a minimum five (5) years successful, continuous experience in providing integrated course, content and community portal management solutions to K-12 school districts and/or state departments of education. (Ref: Special Provisions, Paragraph 2.1).

Years of experience _____.

2. The Offeror is required to submit a minimum of three (3) references from K-12 school districts and/or state departments of education preferably from county and /or municipal school districts of equivalent size to Fairfax County School District. (Ref: Special Provisions, Paragraph 2.2).

Reference 1: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Please describe service provided: _____

Reference 2: Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Please describe service provided: _____

Reference 3:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Please describe service provided: _____

Service Provider Identification Number, referenced as SPIN

(Ref: Special Provisions, Paragraph 2.3 and 3).

SPIN

Confidentiality Agreement

THIS ADDENDUM, executed and effective as of the ____ day of _____, 200_, by and between _____, a corporation organized and existing under the laws of _____ (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled "_____" of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS records of any kind, whether provided by or created for FCPS pursuant to this contract. "FCPS records" includes but is not limited to all records, reports, documents, and materials of any nature pertaining to FCPS, its operations, students, employees, and their families. The Company shall cause each officer, director, employee and other representative who shall have access to the FCPS records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS records. The Company shall take all reasonable steps to insure that no FCPS records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company and have agreed to be bound by the terms of this Agreement or a Confidentiality Covenant (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS records from the Company pursuant to federal and/or Virginia law. The Company shall use the FCPS records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use the FCPS records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement. The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Exhibit A hereto (the "Confidentiality Covenant") prior to his or her performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Covenants to the School Board upon request. Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS records.

Confidentiality Agreement

The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision or under a Confidentiality Covenant, as the case may be.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS records. These shall include procedures to (i) restrict access to FCPS records as described in the "Confidentiality" provision of this Addendum; (ii) establish user IDs and passwords as necessary to protect FCPS records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (v) minimize system downtime; (vi) notify FCPS of planned system changes that may impact the security of FCPS records; (vii) return or destroy FCPS records that exceed specified retention schedules; (viii) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; (ix) in the event of system failure, enable immediate recovery of FCPS records to the previous business day. In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Records compromised by the breach; (iii) return compromised FCPS Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) urgently establish toll-free telephone support with informed customer service staff to address questions by affected parties, if requested by FCPS; and (vi) provide monitoring services in cases of disclosure of personally identifiable information, if requested by FCPS; (vii) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (viii) provide FCPS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

Confidentiality Agreement

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

In connection with the performance by _____ (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated _____, 200_, as the same shall have been amended by that certain Addendum of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that he or she: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families and employees of Fairfax County Public Schools (collectively, the "FCPS records"); (ii) shall not disclose any FCPS records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of FCPS or is otherwise entitled to access to such FCPS records pursuant to federal and/or Virginia law; (iii) shall use the FCPS records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all FCPS records to Fairfax County Public Schools; (v) shall continue to maintain as confidential all information obtained from FCPS Records after the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Authorized Representative has executed this Covenant of C

[COMPANY NAME]

By: _____
[Name]
[Title]

FAIRFAX COUNTY SCHOOL BOARD

By: _____ [Name]
[Title]

TECHNICAL REQUIREMENTS

The Offeror (s) is required to address technical requirements as follows and provide responses in the table provided in the Technical Requirements Table, Attachment 5.

1. Proposed Solution Architecture:

- A. A cross platform, browser-neutral, standards-based technical solution. The Graphic User Interface (GUI) shall present a consistent appearance regardless of the desktop operating system or web browser used.
- B. A compatibility table identifying available application versions and the level of compatibility with supported browsers and operating systems. If levels of compatibility vary by browser and browser version, Offeror will provide explanation of terminology to ensure clarity.
- C. A centralized relational database.
- D. An architecture which incorporates a normalized model to eliminate data replication.
- E. A database configured to the Unicode character set.
- F. Support for the import, export and output of Unicode characters.
- G. The acceptance and preservation of Unicode characters from text pasted into the user interface.
- H. The capabilities to capture, manipulate, search, retrieve and render unstructured data. Unstructured includes but is not limited to unstructured text, images, video, audio, non-English character sets, mathematic and scientific expressions, and content containing mark-up tags such as XHTML and MathML.
- I. A tiered solution with the application and database layer located on different servers.
- J. An environment dedicated to FCPS use.
- K. The Offeror shall provide a schematic that identifies the architecture proposed for all required environments to support FCPS needs. The schematic provided shall include:
 - 1. Specifications for database and web/application servers
 - 2. Load balancing hardware software.
 - 3. Related hardware and OS software required to provide a complete operational and secure environment.

2. Backup and Restore

- A. a documented process for routine back-up of application and database data.
- B. an online restore process for any data captured during the standard back-up process.
- C. the ability to perform periodic backup and restore tests to validate backup and restore functionality.

3. Level of Compliance

The Offeror will describe their level of compliance with appropriate standards for support of shareable content objects, compatibility with other standards based systems, and accessibility as defined by the Americans with Disabilities Act of 1990 (ADA) and Rehabilitation Act of 1973, Section 508 as reauthorized by the Workforce Investment Act of 1998.

TECHNICAL REQUIREMENTS

4. **Flexible Acceptance of Content Objects**

- A. The Offeror will provide flexible acceptance of content objects developed in widely accepted software packages including MS Office Suite products, AppleWorks, and ClarisWorks, as well as FCPS specific web content developed using standard HTML code, and XHTML.
- B. The Offeror's solution shall support interoperability with Web-enabled database tools such as Java Server Pages (JSP) and Rapid Application Development (RAD) tools including Macromedia Cold Fusion.
- C. The Offeror will describe their ability to exchange information with enterprise resources via application programming interfaces (API).
- D. The Offeror shall identify which modules are provided as a part of its product offering but are not fully integrated; this can include third party products. The Offeror will describe the primary features of these modules and describe how they interface with the overall suite. For any identified third party products, the Offeror shall explain why they recommend the particular product and provide details about the relationship between the software Offeror's company and the third party vendor including ownership of the product, lease agreement, support from the third party vendor, expiration date of any contracts, and other standard disclosure information on the product and relationship to vendor.

5. **Configuration and Customization**

FCPS intends to purchase a LCMS that will satisfy the widest possible range of FCPS requirements. FCPS understands that some of the features identified in Attachment 3 and 4 to the Technical Proposal responses may need to be developed but would prefer an existing solution that could be adequately modified to meet these requirements. When responding to this task, Offerors will describe their experience with situations similar to FCPS' requirement to either develop custom features or successfully incorporate or integrate with third party products that can provide the desired capabilities.

- A. The Offeror will recommend to FCPS those changes that are needed in solution configuration to achieve the customization required to meet FCPS business needs.
- B. The Offeror will describe its approach to identifying and performing such development or customizations. The Offeror will provide sample customization plans from similar projects that they have conducted successfully.
- C. The Offeror will assess the impact of pending and anticipated product upgrades on FCPS requested customizations and recommend approaches for mitigating or eliminating risk.

TECHNICAL REQUIREMENTS

6. **Data and Content Conversion**

- A. The Offeror will develop and execute a data and content migration plan that will:
1. Import all existing content from class sites, organizations, modules, the Blackboard Content system and other such locations provided/identified by FCPS to the Offeror's LCMS.
 2. Convert and import faculty, staff, student, and parent account information, user performance records, threaded discussion content, and other archival information jointly identified with FCPS for ongoing online courses and organization sites.
 3. Map the data and content conversion (with assistance from FCPS), develop the extraction program, test and validate the conversion process, and execute the conversion.
 4. Specify preferred formats/protocols for receipt of data to facilitate import into the application.
- B. Content conversion will include, at the discretion of FCPS, all content resident in courses and organizations created in, or displayed in the Blackboard version 8.0 shells in use during the 2010 –21011 school year and content in the Blackboard content system.

7. **Installation Services**

- A. In coordination with FCPS personnel, the LCMS Offeror will be responsible for installing the LCMS and any associated software packages on hosted server(s) dedicated to FCPS use. The LCMS Offeror will install the LCMS and any associated software in such a way as to allow for prototyping and or testing of additional functionality over the life of the contract in an environment separate from the server site supporting the production instance accessed by FCPS users.
- B. The Offeror will specify their approach including describing the technical environment. The technical approach description will include the hardware platform and OS, configuration, and data conversion approach.

8. **Documentation**

- A. The Offeror will provide, with the proposal, either one copy of all existing technical documentation for its standard LCMS that is capable of providing the requirements detailed in Attachment 3 and 4 to the Technical Proposal responses or a web link or set of links providing access to such documentation. This includes system requirements and white papers on its architecture. This information shall also be a deliverable for the selected Offeror to provide when updated, during the life of the contract.

9. **System Maintenance**

- A. The Offeror, given the proposed implementation plan, will describe all anticipated regular maintenance tasks and identify any involvement by FCPS staff to support such maintenance. The Offeror will identify the skills and level of competency required and the approximate time per month for FCPS staff to support accomplishment of scheduled maintenance activities. The Offeror will note how this level of effort will change during the various phases of the implementation and after production implementation.

TECHNICAL REQUIREMENTS

- B. Annual maintenance fees be itemized, for all components both of core functionality and any customized development products required to fulfill the requirements in this RFP. Maintenance will include software and documentation upgrades, remedy of software bugs, Up to ten (10) FCPS individuals and/or offices will have direct access, by phone, instant messaging, and email for tier two and three support access as designated individuals/offices with system administration responsibilities.
 - C. The LCMS Offeror will describe its maintenance program including:
 - 1. A management structure and responsibilities
 - 2. A standard schedule for routine maintenance of infrastructure, OS, and software
 - 3. Processes and procedures for emergency maintenance
 - 4. A method of review and implementation of patches and upgrades for operating systems, database software and other appropriate elements requiring routine maintenance
 - 5. Telephone/Internet, email, and IM support availability
 - 6. Guaranteed standard response times
 - 7. Emergency response times
 - 8. Problem resolution procedures
 - 9. Problem escalation guidelines and procedures
 - 10. Availability of technical support
 - D. The LCMS Offeror will identify the total system support costs and other recurring costs for FCPS to provide maintenance for the LCMS. COSTS WILL ONLY BE PROVIDED IN THE BUSINESS PROPOSAL VOLUME. DO NOT INCLUDE COSTS IN THE TECHNICAL PROPOSAL.
- 10. Support**
- A. The Offeror shall provide a full-time manager dedicated to sole support of the FCPS hosted environments.
 - 1. The Offeror shall identify their plan to provide hosting manager back-up by a qualified hosting manager knowledgeable of the FCPS environments, including all customizations.
 - 2. The Offeror shall provide their recommended plan for support of the FCPS environment including but not limited to:
 - a) direct access to the FCPS hosting manager for selected FCPS system administrators and support staff.
 - b) supporting communications capabilities such as telephonic, email, IM, and processes used with clients of similar size and complexity to ensure responsive and complete communication.

TECHNICAL REQUIREMENTS

- B. Offeror shall outline their proposal to provide support to end users.
1. Access for all users to online help that provides descriptions of functional processes and procedures, fact sheets, tip sheets, and frequently asked questions about using the LCMS's functionality.
 - a. Access for users to toll free telephonic and online help desk support which will be available 24 hours each day, 7 days a week. Offeror will describe their help desk function in detail, including staffing, maximum response times for both telephonic and online help functions, and identify any variations in response times that can be anticipated due to time of the day/day of week. All times will be expressed as Eastern Daylight Time.
 - b. Offeror will provide cost estimates for this support based on an estimated 10,000 individual contacts per year. To accommodate growth in the help desk requirement, Offeror will provide estimates for incremental increases in the number of contacts to be supported up to a maximum of 20,000 users.
 - c. Requirements for help desk support will be negotiated on an annual basis over the life of the contract.
- C. The Offeror will describe any other of elements of their proposed maintenance program services not specifically addressed in previous responses in Technical Requirements, sections 9 and 10, of interest/benefit to FCPS.

11. **Application Security Tools and Capabilities**

- A. The following security and access controls shall be addressed in detail:
1. How the LCMS takes advantage of, and complements, RDBMS security to accomplish the following:
 - a. Secure transmission of all sensitive data.
 - b. Support the use of a central authentication store via one or more of the following standards: SAML 2, Shibboleth, LDAP, Kerberos, Active Directory.
 - c. Authenticate and authorize FCPS users at logon.
 - d. Secure transmission of user login credentials
 - e. Require user password change upon first system log in.
 - f. Deny ability for student system roles to access other user's personal information profiles regardless of assigned course roles.
 - g. Deny ability for student system roles to access password change functionality regardless of assigned course role.
 - h. Create security and access controls that are not dependent on "hard-coded" program logic.
 - i. Restrict user access to selected functions and capabilities at all levels including system level, course level, and user level.
 - j. Restrict the content upload and download
 - k. Establish system level configuration of course functional area availability to specific course roles and individuals.
 - l. Create an inactivity time-out feature that logs users off the system who have been inactive for a customizable period of time, with a maximum logon attempt feature that only allows a certain a number of consecutive logon attempts.

TECHNICAL REQUIREMENTS

- m. Describe how the LCMS security features are integrated to allow the regulation of access to confidential data.
 - n. Provide audit trails and reports including but not limited to user activity and source IP address.
 - o. Secure the audit trails.
 - p. Create the encryption methodologies used for password and data.
 - q. Describe security methodologies for sensitive user data such as assessment results, assignments, grade book functionality, plagiarism identification application(s) and other performance related data.
 - r. Describe the characteristics of system security provisions from firewall to application server level.
2. Offeror shall acknowledge willingness to allow third party security analysis of vendor hosted environments.
- a. Offeror shall support such access necessary for an FCPS supported third party security firm to conduct a comprehensive system security assessment.
 - b. Offeror shall participate in third party security assessment out briefs.
 - c. Offeror shall address any security concerns identified during third party system security assessments and report progress to FCPS Network Security staff.

12. **System Performance**

- A. The Offeror will describe how system performance is affected by the implementation and use of security and access controls, including listing all security and access controls that could affect performance and the performance impact.
- B. The Offeror shall identify considerations for performance relating to required Internet Content Filtering and recommend solutions/alternatives to minimize the impact on system performance.
- C. The Offeror will specify, related to the sizing of the FCPS environment, the composition and configuration of the environment to realize an expected end user response of an average of 500 ms/request computed on a 24 hour period calculated from the vendor gateway.
- D. Offeror shall provide recommendations for server capacity based on their experiences with situations similar to FCPS' requirement and its preferred/ recommended approach to the task. Actual increases to capacity will be negotiated on an annual basis over the life of the contract.
- E. The Offeror shall define the associated bandwidth availability, access speed, and environment architecture that will guarantee 99.9% up time, computed based on 24 hours/day over a 30 day period.

13. **System Interfaces**

- A. The Offeror, in coordination with FCPS staff, will develop and execute processes to allow for the automated updating of course and user information up to and including near real time reconciliation of data resident in the FCPS student information database and the LCMS database.
- B. The Offeror will provide read access for up to five designated FCPS administrators to the LCMS database to support FCPS developed and implemented system reporting needs.
- C. Offeror will describe in detail processes and procedures to ensure the security and confidentiality of user information during the data integration processes described.

TECHNICAL REQUIREMENTS

14. Unit and System Testing

The Offeror shall conduct unit and system testing of the configurations, customizations, and interfaces prior to turning the Solution over to FCPS. The Offeror shall document any issues as identified and track them to closure.

- 15. System Integration Testing:** In collaboration with FCPS and appropriate vendors, the Offeror shall test the interfaces from the Solution to the interfaces provided by FCPS to external test systems. The Offeror shall specify and coordinate all test cases with FCPS prior to execution. The Offeror shall document any issues, report them to FCPS, and track them to closure

16. Performance Testing

- A. The Offeror will provide all system performance testing required to support the data migration described in 4.5 above. System Testing will be performed on all system components to accurately define capabilities and limitations. The tests will be performed in collaboration with the FCPS Departments of Information Technology (IT) and Instructional Services (IS). This testing will include simulations to verify the load and performance capabilities of the LCMS accessed as an ASP solution. The Offeror will be responsible for the testing plan, documentation of test results, and reporting and correcting any deficiencies discovered.
- B. The Offeror will describe its experience with situations similar to FCPS' requirement and its preferred/ recommended approach to the task. The Offeror will describe what FCPS resources may be required to support this task in terms of numbers, skill sets, and estimated level of effort.

17. Regression Testing

The Offeror's LCMS will undergo routine testing to assure that as functionalities are added to the system that they meet FCPS business requirements and do not degrade or unintentionally modify previously accepted capabilities.

18. Acceptance Testing

- A. Offeror shall support acceptance testing throughout the implementation phase of the project. Testing windows will be included in the baseline project timeline and include anticipated test functionality and performance targets. FCPS will work collaboratively with the Offeror to refine the testing timeline and milestones. The following considerations and responsibilities apply:
1. Acceptance test using FCPS production account and course generation data.
 2. Test customization functions as reported by the Offeror to meet FCPS business requirements.
 3. Test data integration capabilities for account and course creation, course and organization enrollments, student and instructor course role assignment, and parent data population.
 4. Test data uploads to support FCPS eCART resource population, modification, replacement and deletion.
 5. Demonstration of the testing process that the proposed LCMS works as required and meets all of the technical and functional requirements specified in Attachments 3 and 4 of the Technical Proposal responses (TABS 3 and 4) or the agreed technical and functional requirements of any task order custom development that is developed during the life of the contract resulting from award based on this RFP.
 6. FCPS acceptance testing will exercise all functionality of the LCMS

TECHNICAL REQUIREMENTS

7. Offeror will provide adequate technical resources to support testing of all system components and effect modifications and corrections to meet agreed completion milestones.
 8. Results of all acceptance testing will be documented and reported to the FCPS Project Manager.
 - B. The Offeror will describe the preferred approach to accomplishing this task and its experience with situations similar to the FCPS requirements.
19. **Disaster Recovery Plan**
- A. The Offeror will provide a disaster recovery plan for FCPS data resident on Offeror provided server(s). The Offeror will describe its preferred approach to accomplishing this task including the outline of the plan's content and timelines anticipated to restore the hosted LCMS to full operational capability. The Offeror shall provide, as appropriate, a list of available recovery commitment times. Narrative only should be referred to in the technical proposal. COSTS FOR THESE LEVELS WILL NOT be included in the technical proposal. Associated costs to achieve the available standards shall be listed in the business/cost proposal.
 - B. The disaster recovery system(s) shall be geographically separated from the FCPS production environment to ensure that environmental and physical considerations have no impact on the ability to restore access for FCPS users in accordance with the recovery standards proposed by Offeror, above.
20. **System and Physical Security Procedures**
- A. The Offeror will provide proof of passing SAS70 Type II or being compliant with pci Security or other equivalent industrial security standards. If such proof is not available, willingness to undergo a third party security audit, at Offeror's expense, will be stated.
 - B. Offeror will specifically address the following in the response to this request for proposal:
 1. The practices (technologies, policies, and procedures) the Offeror has in place to secure and protect the confidentiality and integrity of FCPS records/data. These practices will be subject to verification by FCPS personnel or an FCPS designated third party. These practices will:
 - a. restrict access to FCPS records to only authorized FCPS and Offeror users.
 - b. protect user passwords from detection and unauthorized use whenever user Ids and passwords are required to access the Offeror's LCMS.
 - c. prevent hostile or unauthorized intrusion that could compromise confidentiality or result in data corruption or denial of service.
 - d. detect and prevent computer viruses from spreading on disks, attachments to email, downloaded files, and documents generated by word processing, spreadsheet, graphics, animation, video or audio development programs.
 - e. enforce FCPS defined idle time-out.
 - f. store user passwords in encrypted format.
 - g. Require no use of persistent cookies for any user data.
 - h. allow no storage of cookies on any supported mobile devices.
 - i. enforce password policies for system administrators.
 - j. enforce use of encrypted sessions for remote administration.
 - k. have the capability to audit user activities.
 - l. specify process to ensure that employees with access to FCPS system information undergo security screening prior to providing access to FCPS data and user information.

TECHNICAL REQUIREMENTS

- C. Offeror shall acknowledge their willingness to execute, as a matter of contract, the confidentiality addendum provided at Attachment 2.

21. **Training**

The Offeror shall provide a plan and capability to support the following training:

- A. Training on LCMS functionality and applications to Instructional Services Department, Instructional Technology Training staff, the Department of Information Technology Functional Application Support Team, Training Resources staff, and select users from seven (7) additional FCPS staff departments.
- B. Course titles, duration, and seats per section for recommended training activities. Costs per session will be included the BUSINESS/COST proposal only.
- C. Detailed technical training will be provided to additional FCPS staff. Specifically, representatives from the Department of Information Technology, Functional Application Support Team (FAST). Estimated training requirement is 15 individuals.
- D. Costs of travel associated with support for training in their services cost model. Travel I to support training will be conducted within the guidelines specified in FCPS Financial Services Regulation 5310, Travel—Local and Out of County , which follows the guidelines provided by the U.S. General Services Administration Guidelines augmented by the Internal Revenue Services guidelines for POV travel/ mileage per GSA website: <http://www.gsa.gov/portal/category/21287>.
- E. Requests for travel will be submitted to the FCPS Project Manager or designee for approval prior to travel scheduling.

22. **Account and Course Management**

Offeror will provide support for manual account and course management. While initial account and course creation, and instructor and student class course assignments will be performed as part of the data integration requirements, the requirement exists to support these needs manually during the course of the school year. This support will include:

- A. user account creation.
- B. user institution role assignment.
- C. user system role assignment.
- D. user account availability selection.
- E. course creation.
- F. course availability selection/modification.
- G. organization creation.
- H. organization availability selection/modification.
- I. batch course enrollments.
- J. batch course enrollment copy.
- K. individual course enrollments.
- L. assignment of course roles.
- M. modification of course roles.
- N. course content copy.

FUNCTIONAL REQUIREMENTS

The Offeror (s) is required to address functional requirements as indicated as follows:

1. **General Functionality**

The requirements listed in this paragraph are considered the minimum desired functions in the LCMS selected. Offeror will specifically address their capability to provide this functionality "out of the box." In the case of a feature/functionality that can be made available, but is not a currently a core feature/functionality of the Offeror's product, the Offeror will provide the projected date of incorporation into the core product capabilities or provide the estimated cost of development/implementation to include this functionality.

- A. Offeror will provide their anticipated approach for providing items identified as custom development. If the same or similar capability has been provided to other clients, an overview of the solution and a client point of contact for such development will be provided as part of the required reference list.
- B. The LCMS will provide an interface that is configurable by FCPS, allowing FCPS to modify text, graphics, palette, and the design and display of all screen elements from system to individual course/class site level.
- C. The LCMS will provide a content management system that will support role-based access to folders and materials.

2. **Management**

- A. The LCMS shall provide capability to assign users with multiple levels of Administrator access to control system, course, organization and user account functionality.
 - 1. Administrative system roles shall be configurable by System Administrator to control access to all categories of functionality within the system.
- B. The LCMS shall provide for assignment of multiple user roles to facilitate management and administration at the system, school, and course levels.
- C. Roles shall support discrete assignment of permissions to:
 - 1. Create/remove courses.
 - 2. Create/remove user accounts and manage roles.
 - 3. Modify user accounts and roles to include password resets.
 - 4. Control account and course availability.
 - 5. Control access for each institution and system role to management capabilities at the institution, course and organization level.
 - 6. Create templates for reuse in the course creation process.
 - 7. Define availability of functions and capabilities in reusable course templates.
 - 8. Perform modifications to course content and functions.
 - 9. Perform modifications to system level features and interfaces.
 - 10. Perform copy functions for multiple content objects from one course into several courses.
 - 11. Support course and organization archiving.

FUNCTIONAL REQUIREMENTS

- D. Parent accounts shall be provided only view capabilities to content areas of their students' associated class and organization sites.
- E. Designated system administration roles shall have access to view all user information with exception of password values.
- F. Offeror will provide a matrix of their LCMS's available roles with their associated permissions. Offeror will define their LCMS's ability to delegate the role permissions to allow for assignment of such roles to restricted numbers of functions so that selected roles may be assigned with permissions for:
 - 1. System management
 - a. Creation of role specific views
 - b. Creation of tabs
 - c. Creation of modules/portlets for selected roles
 - d. Assignment of delegated authority to manage modules/portlets
 - e. Assignment of required modules/portlets
 - f. Assignment of optional modules/portlets
 - 2. Managing selected areas of a single school or content area within a school or schools
- G. User accounts will be created with a password automatically created, or provided by FCPS as part of the account creation file.
- H. The FCPS system administrator shall be able to delegate authority for password changes to other system roles.
- I. The FCPS system administrator role shall be able to deny authority for password changes to other system and institution roles.
- J. All user accounts shall be associated with CLMS elements, such as courses, in which they are enrolled either as a student or as the instructor or another authorized role.
- K. The LCMS shall support automated updating of course and user information down to and including the individual course/organization level.
- L. The LCMS will include a statistics feature that will allow teachers and administrators to track:
 - 1. User access to include number of accesses to courses, content units, groups and organizations, and the duration of such access. User statistics will support monitoring time of day, and date of these accesses.
 - 2. Cumulative course statistics including total accesses over time of day, day of week.
 - 3. System level statistics for total courses, total instructors, total students, total hits over time of day, day of week, week of the month.
 - 4. The LCMS will include a graphing and print capability for all data sets.
 - 5. The LCMS will provide for tracking usage data for each customization developed to meet the requirements of this RFP.

FUNCTIONAL REQUIREMENTS

3. **Graphic User Interface Management**

- A. User interfaces will provide the capability to display access points, via buttons, tabs or other intuitive navigation technique(s), to instructional resources that may be customized either at the Instructor, within courses or by an assigned system role at the system level. As a minimum, the LCMS will provide:
 - 1. The ability for system administrators to configure system level settings to define the availability of features and functionality including but not limited to:
 - a. links to third party applications
 - b. role associated tabs
 - c. content repositories
 - d. categories of courses
 - e. categories of organizations
 - 2. User management capabilities
 - a. Add user accounts
 - b. Remove user accounts
 - c. Set user account availability
 - d. Modify user account information
 - e. Set user passwords
 - f. Change user passwords
 - g. Teachers and system administrators to incorporate color customized banners, navigation buttons, and graphics.
 - 3. Announcements that can be customized to present based on instructor-controlled start and end dates and times.
 - 4. A printable class calendar with the ability to customize display for day, week, and month and include user-controlled sizing of the calendar display and font characteristics.
 - 5. Access to individual assessment information and grades.
 - 6. Task lists/to do.
 - 7. Rosters/User directories.
 - 8. A repository for limited personal information maintainable by system administrators and individual users.
 - 9. Instructors will have access to post and edit their staff contact information, to include email address for availability to enrolled students and other associated users.
- B. Access/availability to the functions in 3.3.a must be controllable at the instructor/leader level for courses and organizations and system administration level for all levels of access from system to individual course/organization
- C. Offeror will specify any content related capabilities provided in their product that are not specified in paragraph 3.3.a above.
- D. The LCMS must contain a content development tool that uses menu-based and WYSIWYG options for content creation and posting.
- E. The product will include, either organically or as a third party product, spell check, a symbol generator that includes scientific and mathematical notation, and the capability to display foreign language symbols.

FUNCTIONAL REQUIREMENTS

- F. The product must support the import of content objects developed using common open architecture web development tools including HTML coding and objects/products developed in whole or in part using the products listed in paragraph 4, Attachment 3, Technical Requirements.
- G. The LCMS must support display of documents, graphs, charts, and other content developed using software packages common to FCPS including MS Office, and Inspiration. In known cases of incompatibility with specific third party software packages, Offeror will identify the software and describe in detail, any validated work-around.
- H. The CMS will include a copy function that will allow for copying all content from a single course to multiple courses and support the copy of multiple selected content objects from one course to multiple courses.

4. **Communications**

- A. The LCMS shall include:
 - 1. Web browser neutral access to content from any Internet capable computer. Known incompatibilities or operational impacts associated with specific web browsers will be specified with validated work-around.
 - 2. Outbound Email capability using email of record in user profiles both for third party accounts and via internet email. The management of Email availability and functionality must be available to instructors and system administrators.
 - a. The Email management utility will have the capability to allow system administrators to define distribution and availability limitations either at the individual course level, or by presetting restricted email distributions and availability within course templates as well as at the global level.
 - b. Administrators will have the ability to create mailing groups at the course and the system level respectively.
 - c. Instructors will have the ability to create mailing groups at the course level.
 - d. Anonymous email must not be allowed by the system.
 - 3. The ability to create organization sites to support information and content for organizations such as school teams and clubs.
 - 4. Posting of announcements at the class/organization, and school levels.
 - 5. Posting of system level announcements.
 - 6. Instructor ability to create discussion boards/groups and enrollment of users into these groups.
 - 7. Instructor ability to create user polls and surveys.
 - 8. Synchronous discussion capability,

FUNCTIONAL REQUIREMENTS

9. A white board capability that accepts text, graphic, scientific and mathematical symbology, and freehand instructor or student input at the instructors discretion and will also display/link to instructor selected web pages.
10. A virtual classroom capability controlled by the course instructor via a management panel that facilitates guiding the discussion,
 - a. allowing individual students to respond to or ask questions
 - b. allows the instructor to block individuals
 - c. allows the instructor to designate a student group leader for selected topics or programs
 - d. Support archiving of virtual classroom sessions.
11. A digital drop box function, or equivalent capability that allows students to upload assignments, materials and media information for access by instructor(s).
 - a. Students will only have access to information in the drop box prior to submission.
 - b. Students will not have access to other users' materials.
 - c. Instructors may insert information in individual student boxes and will have access to all drop box materials.
12. Creation of wiki tools
 - a. System administrators shall have the ability to establish default settings for all system wiki tools
 - b. Instructors shall be able to assign selected assigned users to wikis
 - c. Instructors shall have the ability to remove users from assigned wikis
 - d. Instructor shall have ability to view all wikis within their class and organization sites
 - e. Instructors shall have the ability to archive wiki artifacts
 - f. Instructors shall have the ability to establish view privileges for selected assigned students
 - g. Instructors shall have the ability to establish view privileges for all assigned students
13. Creation of web log (Blog) tools
 - a. System administrators shall have the ability to establish default settings for all system web log tools
 - b. Instructors shall be able to assign selected assigned users to blogs
 - c. Instructors shall have the ability to remove users from assigned blogs
 - d. Instructor shall have ability to view all blogs within their class and organization sites
 - e. Instructors shall have the ability to archive blog artifacts
 - f. Instructors shall have the ability to establish view privileges for selected assigned students
 - g. Instructors shall have the ability to establish view privileges for all assigned students

FUNCTIONAL REQUIREMENTS

14. Creation of podcasts
 - a. System administrators shall have the ability to establish default settings for all system podcasts
 - b. Instructors shall have the ability to remove users from podcast view privileges
 - c. Instructor shall have ability to view all podcasts within their class and organization sites
 - d. Instructors shall have the ability to archive podcasts
 - e. Instructors shall have the ability to establish view privileges for selected assigned students
 - f. Instructors shall have the ability to establish view privileges for all assigned students

5. **Assessments and Assignments**

- A. The LCMS will include the capability to create and manage assessments and shall include the following capabilities:
 1. Support for multiple question types
 - (a) Essay/short answer
 - (b) Multiple question Essay
 - (c) Fill-in-the-blank
 - (d) Hot spot
 - (e) Likert scale
 - (f) Matching
 - (g) Multiple choice
 - (h) Numeric answer
 - (i) Ranking
 - (j) Multiple response
 - (k) True/false
 2. Portability of questions
 3. Portability of assessments
 4. Randomized question display
 5. Randomized distracter display
 6. Multiple correct responses
 7. Timed assessments
 8. Response file attachments
 9. Graphics inclusion in questions
 10. Graphics inclusion in responses
 11. Creation of question banks/pooling. Must also support import from and export to common third party products
 - (a) ExamView
 - (b) Respondus

FUNCTIONAL REQUIREMENTS

12. Supports sharing of question banks/pools internal to the LCMS
 13. Support for allowing multiple attempts on selected assessments.
 14. Support anonymous surveys with statistics.
 15. Support password protected tests.
 16. Support timed tests.
 17. Test availability for block duration from specified number of hours up to a number of months.
 18. Limit number of times taken.
 19. Ability to include media files (graphics, animations, audio, and video) in questions.
 20. Ability to include media files (graphics, animations, audio, and video) in answers.
 21. Instructor feedback areas for all question types.
 22. Return option (grade only, grade with correct answer, grade with wrong answer).
 23. Supports instructor allowing test restart and continue test options.
 24. Supports display of multiple questions on single page.
 25. Supports the attachment of multiple files to essay questions.
 26. Supports the ability to link to URLs within questions.
 27. Provides the ability to incorporate scientific notation, mathematical symbols in questions.
 28. Provides the ability to incorporate scientific notation and/or mathematical symbols in answers.
 29. Provides the ability to create and perform analysis of surveys and polls.
- B. The LCMS shall provide for teacher controlled creation of student assignments
1. Teachers shall be able to create assignments and assign to specific class site areas
 2. Teachers shall control availability of assignments
 3. Assignments may include multiple files
 - (a) Documents
 - (b) Graphics
 - (c) Links to external sites
 - (d) Links to other enabled sites within the LCMS
 4. Assignment results will associate with the class grade book feature

FUNCTIONAL REQUIREMENTS

- C. The LCMS shall provide a plagiarism instructional tool
1. Availability of the tool shall be controlled by a system administrator at the system level.
 2. Availability shall be controlled by the teacher at the class site and organization level.
 3. The plagiarism instructional tool shall allow for specifying which database or databases shall be accessed for analysis of written work.
 4. The plagiarism instructional tool shall provide for secure access of written work submitted for analysis.
 5. The plagiarism instructional tool shall provide feedback to students assessing the originality of their draft work.
 6. The plagiarism instructional tool shall provide feedback to teachers assessing the originality of final student work.

6. **Gradebook**

- A. The LCMS shall include a gradebook function that shall provide the following features:
1. A secure spreadsheet view for teacher/instructor use.
 2. Ability to create customized grades for participation.
 3. Automatically posts individual grades based on test and assessment results.
 4. Ability to customize grade scales at the system and course level.
 5. Ability to weight grades.
 6. Ability to weight categories.
 7. Ability to post grades as a percentage.
 8. Ability to post grades in total points.
 9. Ability to post grades by performance category (Needs Improvement, Satisfactory, Good, Outstanding).
 10. Allows for manual overwriting/change of test results.
 11. Ability to display percentage of course completed based on success benchmark test completion.
 12. Provides a secure student/parent view of individual grades based on system login password.
 13. Instructor can enter grades by column.
 14. Instructor can enter grades by individual student.
 15. Instructor can export gradebook content in delimited format.
 16. Provides performance statistics for teachers and administrators including view by assessment/test, by item, and by student. Allows for analysis of course level test performance, and analysis of time in test by individual.
 17. Support for organization by quarter.
 18. Support for organization by semester.
 19. Support for organization by year.
 20. Support for teacher configurable evaluation periods.

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

In all responses, Offeror shall clearly identify the provided capabilities by the following Response Code inserted into the Code Column:

4. The requirement is met “out – of – the – box”, requiring only configuration.
3. The requirement is/will be met through customization.
2. Requirement can be met through 3rd party product (must be specified in the comments column).
1. The requirement is not met.

Where appropriate, Offerors may expand on specific responses in a separate document. The table will contain, at a minimum, specific reference to the location of their expanded response. The expanded response will be cross-referenced to this table to ensure that evaluators can easily locate and fully evaluate the response(s).

TECHNICAL REQUIREMENTS				
		REQUIREMENT	CODE	OFFEROR RESPONSE TO REQUIREMENT
1.		Proposed Solution Architecture		
		The Offeror will provide:		
1.	A.	A cross platform, browser-neutral, standards-based technical solution. The Graphic User Interface (GUI) shall present a consistent appearance regardless of the desktop operating system or web browser used.		
	B.	A compatibility table identifying available application versions and the level of compatibility with supported browsers and operating systems. If levels of compatibility vary by browser and browser version, Offeror will provide explanation of terminology to ensure clarity.		
	C.	A centralized relational database.		
	D.	An architecture which incorporates a normalized model to eliminate data replication.		
	E.	A database configured to the Unicode character set.		
	F.	Support for the import, export and output of Unicode characters.		
	G.	The acceptance and preservation of Unicode characters from text pasted into the user interface.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
1.	H.	The capabilities to capture, manipulate, search, retrieve and render unstructured data. Unstructured includes but is not limited to unstructured text, images, video, audio, non-English character sets, mathematic and scientific expressions, and content containing mark-up tags such as XHTML and MathML.		
	I.	A tiered solution with the application and database layer located on different servers.		
	J.	An environment dedicated to FCPS use.		
	K.	The Offeror shall provide a schematic that identifies the architecture proposed for all required environments to support FCPS needs. The schematic provided shall include:		
	K.1.	Specifications for database and web/application servers		
	k.2.	Load balancing hardware and software		
	K.3.	Related hardware and OS software required to provide a complete operational and secure environment.		
2.		Backup and Restore		
		The Offeror will provide:		
2.	A.	a documented process for routine back-up of application and database data.		
	B.	an online restore process for any data captured during the standard back-up process.		
	C.	the ability to perform periodic backup and restore tests to validate backup and restore functionality.		
3.		Level of Compliance		
		The Offeror will describe their level of compliance with appropriate standards for support of shareable content objects, compatibility with other standards based systems, and accessibility as defined by the Americans with Disabilities Act of 1990 (ADA) and Rehabilitation Act of 1973, Section 508 as reauthorized by the Workforce Investment Act of 1998.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
4.		Flexible Acceptance of Content Objects		
	A.	The Offeror will provide flexible acceptance of content objects developed in widely accepted software packages including MS Office Suite products, AppleWorks, and ClarisWorks, as well as FCPS specific web content developed using standard HTML code, and XHTML.		
	B.	The Offeror's solution shall support interoperability with Web-enabled database tools such as Java Server Pages (JSP) and Rapid Application Development (RAD) tools including Macromedia Cold Fusion.		
	C.	The Offeror will describe their ability to exchange information with enterprise resources via application programming interfaces (API).		
	D.	The Offeror shall identify which modules are provided as a part of its product offering but are not fully integrated; this can include third party products. The Offeror will describe the primary features of these modules and describe how they interface with the overall suite. For any identified third party products, the Offeror shall explain why they recommend the particular product and provide details about the relationship between the software Offeror's company and the third party vendor including ownership of the product, lease agreement, support from the third party vendor, expiration date of any contracts, and other standard disclosure information on the product and relationship to vendor.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
5.		Configuration and Customization		
		FCPS intends to purchase a LCMS that will satisfy the widest possible range of FCPS requirements. FCPS understands that some of the features identified in Attachment 3 and 4 to the Technical Proposal responses may need to be developed but would prefer an existing solution that could be adequately modified to meet these requirements. When responding to this task, Offerors will describe their experience with situations similar to FCPS' requirement to either develop custom features or successfully incorporate or integrate with third party products that can provide the desired capabilities.		
	A.	The Offeror will recommend to FCPS those changes that are needed in solution configuration to achieve the customization required to meet FCPS business needs.		
	B.	The Offeror will describe its approach to identifying and performing such development or customizations. The Offeror will provide sample customization plans from similar projects that they have conducted successfully.		
	C.	The Offeror will assess the impact of pending and anticipated product upgrades on FCPS requested customizations and recommend approaches for mitigating or eliminating risk.		
6.		Data and Content Conversion		
	A.	The Offeror will develop and execute a data and content migration plan that will:		
	A.1.	Import all existing content from class sites, organizations, modules, the Blackboard Content system and other such locations provided/identified by FCPS to the Offeror's LCMS.		
	A.2.	Convert and import faculty, staff, student, and parent account information, user performance records, threaded discussion content, and other archival information jointly identified with FCPS for ongoing online courses and organization sites.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
6.	A.3.	Map the data and content conversion (with assistance from FCPS), develop the extraction program, test and validate the conversion process, and execute the conversion.		
	A.4.	Specify preferred formats/protocols for receipt of data to facilitate import into the application.		
	B.	Content conversion will include, at the discretion of FCPS, all content resident in courses and organizations created in, or displayed in the Blackboard version 8.0 shells in use during the 2010 –21011 school year and content in the Blackboard content system.		
7.		Installation Services		
	A.	In coordination with FCPS personnel, the LCMS Offeror will be responsible for installing the LCMS and any associated software packages on hosted server(s) dedicated to FCPS use. The LCMS Offeror will install the LCMS and any associated software in such a way as to allow for prototyping and or testing of additional functionality over the life of the contract in an environment separate from the server site supporting the production instance accessed by FCPS users.		
	B.	The Offeror will specify their approach including describing the technical environment. The technical approach description will include the hardware platform and OS, configuration, and data conversion approach.		
8.		Documentation		
	A.	The Offeror will provide, with the proposal, either one copy of all existing technical documentation for its standard LCMS that is capable of providing the requirements detailed Attachment 3 and 4 to the Technical Proposal responses or a web link or set of links providing access to such documentation. This includes system requirements and white papers on its architecture. This information shall also be a deliverable for the selected Offeror to provide when updated, during the life of the contract.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
9.		System Maintenance		
	A.	The Offeror, given the proposed implementation plan, will describe all anticipated regular maintenance tasks and identify any involvement by FCPS staff to support such maintenance. The Offeror will identify the skills and level of competency required and the approximate time per month for FCPS staff to support accomplishment of scheduled maintenance activities. The Offeror will note how this level of effort will change during the various phases of the implementation and after production implementation.		
	B.	Annual maintenance fees be itemized, for all components both of core functionality and any customized development products required to fulfill the requirements in this RFP. Maintenance will include software and documentation upgrades, remedy of software bugs. Up to ten (10) FCPS individuals and/or offices will have direct access, by phone, instant messaging, and email for tier two and three support access as designated individuals/offices with system administration responsibilities.		
	C.	The LCMS Offeror will describe its maintenance program including:		
	C.1.	management structure and responsibilities.		
	C.2.	Standard schedule for routine maintenance of infrastructure, OS, and software.		
	C.3.	Processes and procedures for emergency maintenance.		
	C.4.	method of review and implementation of patches and upgrades for operating systems, database software and other appropriate elements requiring routine maintenance.		
	C.5.	Telephone/internet, email, and IM support available.		
	C.6.	Guaranteed standard support response times.		
	C.7.	Emergency response times.		
	C.8.	Problem resolution procedures.		
	C.9.	Problem escalation guidelines and procedures.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
9.	C.10	Availability of technical support.		
	D.	The LCMS Offeror will identify the total system support costs and other recurring costs for FCPS to provide maintenance for the LCMS. COSTS WILL ONLY BE PROVIDED IN THE BUSINESS PROPOSAL VOLUME. DO NOT INCLUDE COSTS IN THE TECHNICAL PROPOSAL.		
10.		Support		
	A.	The Offeror shall provide a full-time manager dedicated to sole support of the FCPS hosted environments.		
	A.1.	The Offeror shall identify their plan to provide hosting manager back-up by a qualified hosting manager knowledgeable of the FCPS environments, including all customizations.		
	A.2.	The Offeror shall provide their recommended plan for support of the FCPS environment including but not limited to:		
	A.2.a)	direct access to the FCPS hosting manager for selected FCPS system administrators and support staff.		
	A.2.b)	supporting communications capabilities such as telephonic, email, IM, and processes used with clients of similar size and complexity to ensure responsive and complete communication.		
10.	B.	Offeror shall outline their proposal to provide support to end users.		
	B.1.	Access for all users to online help that provides descriptions of functional processes and procedures, fact sheets, tip sheets, and frequently asked questions about using the LCMS's functionality.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
10.	B.1.a.	Access for users to toll free telephonic and online help desk support which will be available 24 hours each day, 7 days a week. Offeror will describe their help desk function in detail, including staffing, maximum response times for both telephonic and online help functions, and identify any variations in response times that can be anticipated due to time of the day/day of week. All times will be expressed as Eastern Daylight Time.		
	B.1.b.	Offeror will provide cost estimates for this support based on an estimated 10,000 individual contacts per year. To accommodate growth in the help desk requirement, Offeror will provide estimates for incremental increases in the number of contacts to be supported up to a maximum of 20,000 users.		
	B.1.c.	Requirements for help desk support will be negotiated on an annual basis over the life of the contract.		
10.	C.	The Offeror will describe any other of elements of their proposed maintenance program services not specifically addressed in previous responses in Technical Requirements, sections 9 and 10 of interest/benefit to FCPS.		
11.		Application Security Tools and Capabilities		
	A.	The following security and access controls shall be addressed in detail:		
	A.1.	How the LCMS takes advantage of, and complements, RDBMS security to accomplish the following:		
	A.1.a	Secure transmission of all sensitive data.		
	A.1.b	Support the use of a central authentication store via one or more of the following standards: SAML 2, Shibboleth, LDAP, Kerberos, Active Directory.		
	A.1.c.	Authenticate and authorize FCPS users at login.		
	A.1.d.	Secure transmission of user login credentials.		
	A.1.e.	Require user password change upon first system login.		
	A.1.f.	Deny ability for student system roles to access other users' personal information profiles regardless of assigned course roles.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
11.	A.1.g.	Deny ability for student system roles to access password change functionality regardless of assigned course role.		
	A.1.h.	Create security and access controls that are not dependent on “hard-coded” program logic.		
	A.1.i.	Restrict user access to selected functions and capabilities at all levels including system level, course level, and user level.		
	A.1.j.	Restrict the content upload and download		
	A.1.k.	Establish system level configuration of course functional area availability to specific course roles and individuals.		
	A.1.l.	Create an inactivity time-out feature that logs users off the system who have been inactive for a customizable period of time, with a maximum logon attempt feature that only allows a certain a number of consecutive logon attempts.		
	A.1.m.	Describe how the LCMS security features are integrated to allow the regulation of access to confidential data.		
	A.1.n.	Provide audit trails and reports including but not limited to user activity and source IP address.		
	A.1.o.	Secure the audit trails.		
	A.1.p.	Create the encryption methodologies used for password and data.		
	A.1.q.	Describe security methodologies for sensitive user data such as assessment results, assignments, grade book functionality, plagiarism identification application(s) and other performance related data.		
	A.1.r.	Describe the characteristics of system security provisions from firewall to application server level.		
11.	A.2.	Offeror shall acknowledge willingness to allow third party security analysis of vendor hosted environments.		
	A.2.a.	Offeror shall support such access necessary for an FCPS supported third party security firm to conduct a comprehensive system security assessment.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
11.	A.2.b.	Offeror shall participate in third party security assessment out briefs.		
	A.2.c.	Offeror shall address any security concerns identified during third party system security assessments and report progress to FCPS Network Security staff.		
12.		System Performance		
	A.	The Offeror will describe how system performance is affected by the implementation and use of security and access controls, including listing all security and access controls that could affect performance and the performance impact.		
	B.	The Offeror shall identify considerations for performance relating to required Internet Content Filtering and recommend solutions/alternatives to minimize the impact on system performance.		
	C.	The Offeror will specify, related to the sizing of the FCPS environment, the composition and configuration of the environment to realize an expected end user response of an average of 500 ms/request computed on a 24 hour period calculated from the vendor gateway.		
	D.	Offeror shall provide recommendations for server capacity based on their experiences with situations similar to FCPS' requirement and its preferred/ recommended approach to the task. Actual increases to capacity will be negotiated on an annual basis over the life of the contract.		
	E.	The Offeror shall define the associated bandwidth availability, access speed, and environment architecture that will guarantee 99.9% up time, computed based on 24 hours/day over a 30 day period.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
13.		System Interfaces		
	A.	The Offeror, in coordination with FCPS staff, will develop and execute processes to allow for the automated updating of course and user information up to and including near real time reconciliation of data resident in the FCPS student information database and the LCMS database.		
13.	B.	The Offeror will provide read access for up to five designated FCPS administrators to the LCMS database to support FCPS developed and implemented system reporting needs.		
	C.	Offeror will describe in detail processes and procedures to ensure the security and confidentiality of user information during the data integration processes described.		
14.		Unit and System Testing		
		The Offeror shall conduct unit and system testing of the configurations, customizations, and interfaces prior to turning the Solution over to FCPS. The Offeror shall document any issues as identified and track them to closure		
15.		System Integration Testing		
		In collaboration with FCPS and appropriate vendors, the Offeror shall test the interfaces from the Solution to the interfaces provided by FCPS to external test systems. The Offeror shall specify and coordinate all test cases with FCPS prior to execution. The Offeror shall document any issues, report them to FCPS, and track them to closure.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
16.		Performance Testing		
	A.	The Offeror will provide all system performance testing required to support the data migration described in 4.5 above. System Testing will be performed on all system components to accurately define capabilities and limitations. The tests will be performed in collaboration with the FCPS Departments of Information Technology (IT) and Instructional Services (IS). This testing will include simulations to verify the load and performance capabilities of the LCMS accessed as an ASP solution. The Offeror will be responsible for the testing plan, documentation of test results, and reporting and correcting any deficiencies discovered.		
	B.	The Offeror will describe its experience with situations similar to FCPS' requirement and its preferred/recommended approach to the task. The Offeror will describe what FCPS resources may be required to support this task in terms of numbers, skill sets, and estimated level of effort.		
17.		Regression Testing		
		The Offeror's LCMS will undergo routine testing to assure that as functionalities are added to the system that they meet FCPS business requirements and do not degrade or unintentionally modify previously accepted capabilities.		
18.		Acceptance Testing		
	A.	Offeror shall support acceptance testing throughout the implementation phase of the project. Testing windows will be included in the baseline project timeline and include anticipated test functionality and performance targets. FCPS will work collaboratively with the Offeror to refine the testing timeline and milestones. The following considerations and responsibilities apply:		
	A.1	Acceptance test using FCPS production account and course generation data.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
18.	A.2	Test customization functions as reported by the Offeror to meet FCPS business requirements.		
	A.3	Test data integration capabilities for account and course creation, course and organization enrollments, student and instructor course role assignment, and parent data population.		
	A.4	Test data uploads to support FCPS eCART resource population, modification, replacement and deletion.		
	A.5	Demonstration of the testing process that the proposed LCMS works as required and meets all of the technical and functional requirements specified in Attachments 3 and 4 of the Technical Proposal responses or the agreed technical and functional requirements of any task order custom development that is developed during the life of the contract resulting from award based on this RFP.		
	A.6	FCPS acceptance testing will exercise all functionality of the LCMS.		
	A.7	Offeror will provide adequate technical resources to support testing of all system components and effect modifications and corrections to meet agreed completion milestones.		
	A.8	Results of all acceptance testing will be documented and reported to the FCPS Project Manager.		
	B.	The Offeror will describe the preferred approach to accomplishing this task and its experience with situations similar to the FCPS requirements.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
19.		Disaster Recovery Plan		
	A.	The Offeror will provide a disaster recovery plan for FCPS data resident on Offeror provided server(s). The Offeror will describe its preferred approach to accomplishing this task including the outline of the plan's content and timelines anticipated to restore the hosted LCMS to full operational capability. The Offeror shall provide, as appropriate, a list of available recovery commitment times. Narrative only should be referred to in the technical proposal. COSTS FOR THESE LEVELS WILL NOT be included in the technical proposal. Associated costs to achieve the available standards shall be listed in the business/cost proposal.		
	B.	The disaster recovery system(s) shall be geographically separated from the FCPS production environment to ensure that environmental and physical considerations have no impact on the ability to restore access for FCPS users in accordance with the recovery standards proposed by Offeror, above.		
20.		System and Physical Security Procedures		
	A.	The Offeror will provide proof of passing SAS70 Type II or being compliant with pci Security or other equivalent industrial security standards. If such proof is not available, willingness to undergo a third party security audit, at Offeror's expense, will be stated.		
	B.	Offeror will specifically address the following in the response to this request for proposal:		
	B.1	The practices (technologies, policies, and procedures) the Offeror has in place to secure and protect the confidentiality and integrity of FCPS records/data. These practices will be subject to verification by FCPS personnel or an FCPS designated third party. These practices will:		
	B.1.a	Restrict access to FCPS records to only authorized FCPS and Offeror users.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
20.	B.1.b	protect user passwords from detection and unauthorized use whenever user ids and passwords are required to access the Offeror's LCMS.		
	B.1.c	prevent hostile or unauthorized intrusion that could compromise confidentiality or result in data corruption or denial of service.		
	B.1.d	detect and prevent computer viruses from spreading on disks, attachments to email, downloaded files, and documents generated by word processing, spreadsheet, graphics, animation, video or audio development programs.		
	B.1.e	enforce FCPS defined idle time-out.		
	B.1.f	store user passwords in encrypted format.		
	B.1.g	Require no use of persistent cookies for any user data.		
	B.1.h	allow no storage of cookies on any supported mobile devices.		
	B.1.i	enforce password policies for system administrators.		
	B.1.j	enforce use of encrypted sessions for remote administration.		
	B.1.k	have the capability to audit user activities.		
	B.1.l	specify process to ensure that employees with access to FCPS system information undergo security screening prior to providing access to FCPS data and user information.		
20.	C.	Offeror shall acknowledge their willingness to execute, as a matter of contract, the confidentiality addendum provided at Attachment 2.		
21.		Training		
		The Offeror shall provide a plan and capability to support the following training:		
	A.	Training on LCMS functionality and applications to Instructional Services Department, Instructional Technology Training staff, the Department of Information Technology Functional Application Support Team, Training Resources staff, and select users from seven (7) additional FCPS staff departments.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
	B.	Course titles, duration, and seats per section for recommended training activities. Costs per session will be included the BUSINESS/COST proposal only.		
	C.	Detailed technical training will be provided to additional FCPS staff. Specifically, representatives from the Department of Information Technology, Functional Application Support Team (FAST). Estimated training requirement is 15 individuals.		
	D.	Costs of travel associated with support for training in their services cost model. Travel I to support training will be conducted within the guidelines specified in FCPS Financial Services Regulation 5310, Travel—Local and Out of County , which follows the guidelines provided by the U.S. General Services Administration Guidelines augmented by the Internal Revenue Services guidelines for POV travel/ mileage per GSA website: http://www.gsa.gov/portal/category/21287 .		
	E.	Requests for travel will be submitted to the FCPS Project Manager or designee for approval prior to travel scheduling.		
22.		Account and Course Management		
		Offeror will provide support for manual account and course management. While initial account and course creation, and instructor and student class course assignments will be performed as part of the data integration requirements, the requirement exists to support these needs manually during the course of the school year. This support will include:		
	A.	user account creation.		
	B.	user institution role assignment.		
	C.	user system role assignment.		
	D.	user account availability selection.		
	E.	course creation.		
	F.	course availability selection/modification.		
	G.	organization creation.		
	H.	organization availability selection/modification.		

TECHNICAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 7 and Attachment 3)

TECHNICAL REQUIREMENTS				
22.	I.	batch course enrollments.		
	j.	batch course enrollment copy.		
	K.	individual course enrollments.		
	L.	assignment of course roles.		
	M.	modification of course roles.		
	N.	course content copy.		
OTHER SERVICES: (Special Provisions, Paragraph 10)				
10.		The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow FCPS and Fairfax County administrators to monitor the program's progress and effectiveness. FCPS and Fairfax County administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

In all responses, Offeror shall clearly identify the provided capabilities by the following Response Code inserted into the Code Column:

4. The requirement is met “out – of – the – box”, requiring only configuration.
3. The requirement is/will be met through customization.
2. Requirement can be met through 3rd party product (must be specified in the comments column).
1. The requirement is not met.

Where appropriate, Offerors may expand on specific responses in a separate document. The table will contain, at a minimum, specific reference to the location of their expanded response. The expanded response will be cross-referenced to this table to ensure that evaluators can easily locate and fully evaluate the response(s).

FUNCTIONAL REQUIREMENTS				
		REQUIREMENT	CODE	OFFEROR RESPONSE TO REQUIREMENT
1.		General Functionality		
1.	A.	Offeror will provide their anticipated approach for providing items identified as custom development. If the same or similar capability has been provided to other clients, an overview of the solution and a client point of contact for such development will be provided as part of the required reference list.		
	B.	The LCMS will provide an interface that is configurable by FCPS, allowing FCPS to modify text, graphics, palette, and the design and display of all screen elements from system to individual course/class site level.		
	C.	The LCMS will provide a content management system that will support role-based access to folders and materials.		
2.		Management		
2.	A.	The LCMS shall provide capability to assign users with multiple levels of Administrator access to control system, course, organization and user account functionality.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
2.	A.1	Administrative system roles shall be configurable by System Administrator to control access to all categories of functionality within the system.		
	B.	The LCMS shall provide for assignment of multiple user roles to facilitate management and administration at the system, school, and course levels.		
2.	C.	Roles shall support discrete assignment of permissions to:		
	C.1	Create/remove courses.		
	C.2	Create/remove user accounts and manage roles		
	C.3	Modify user accounts and roles to include password resets.		
	C.4	Control account and course availability.		
	C.5	Control access for each institution and system role to management capabilities at the institution, course and organization level.		
	C.6	Create templates for reuse in the course creation process.		
	C.7	Define availability of functions and capabilities in reusable course templates.		
	C.8	Perform modifications to course content and functions.		
	C.9	Perform modifications to system level features and interfaces.		
	C.10	Perform copy functions for multiple content objects from one course into several courses.		
	C.11	Support course and organization archiving		
2.	D.	Parent accounts shall be provided only view capabilities to content areas of their students' associated class and organization sites		
	E.	Designated system administration roles shall have access to view all user information with exception of password values.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
2.	F.	Offeror will provide a matrix of their LCMS's available roles with their associated permissions. Offeror will define their LCMS's ability to delegate the role permissions to allow for assignment of such roles to restricted numbers of functions so that selected roles may be assigned with permissions for:		
	F.1	System Management		
	F.1.a	Creation of role specific views		
	F.1.b	Creation of tabs		
	F.1.c	Creation of modules/portlets for selected roles		
	F.1.d	Assignment of delegated authority to manage modules/portlets		
	F.1.e	Assignment of required modules/portlets		
	F.1.f	Assignment of optional modules/portlets		
	F.2	Managing selected areas of a single school or content area within a school or schools		
2.	G.	User accounts will be created with a password automatically created, or provided by FCPS as part of the account creation file.		
	H.	The FCPS system administrator shall be able to delegate authority for password changes to other system roles.		
	I.	The FCPS system administrator role shall be able to deny authority for password changes to other system and institution roles.		
	J.	All user accounts shall be associated with CLMS elements, such as courses, in which they are enrolled either as a student or as the instructor or another authorized role.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
2.	K.	The LCMS shall support automated updating of course and user information down to and including the individual course/organization level.		
	L.	The LCMS will include a statistics feature that will allow teachers and administrators to track.		
	L.1	User access to include number of accesses to courses, content units, groups and organizations, and the duration of such access. User statistics will support monitoring time of day, and date of these accesses.		
	L.2	Cumulative course statistics including total accesses over time of day, day of week.		
	L.3	System level statistics for total courses, total instructors, total students, total hits over time of day, day of week, week of the month.		
	L.4	The LCMS will include a graphing and print capability for all data sets.		
	L.5	The LCMS will provide for tracking usage data for each customization developed to meet the requirements of this RFP.		
3.		Graphic User Interface Management		
3.	A.	User interfaces will provide the capability to display access points, via buttons, tabs or other intuitive navigation technique(s), to instructional resources that may be customized either at the Instructor, within courses or by an assigned system role at the system level. As a minimum, the LCCMS will provide:		
	A.1	The ability for system administrators to configure system level settings to define the availability of features and functionality including but not limited to:		
	A.1.a	links to third party applications		
	A.1.b	Role associated tabs		
	A.1.c	Content repositories		
	A.1.d	Categories of courses		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
3.	A.1.e	Categories of organizations		
	A.2	User management capabilities		
	A.2.a	Add user accounts		
	A.2.b	Remove user accounts		
	A.2.c	Set user account availability		
	A.2.d	Modify user account information		
	A.2.e	Set user passwords		
	A.2.f	Change user passwords		
	A.2.g	Teachers and system administrators to incorporate color customized banners, navigation buttons, and graphics.		
3	A.3	Announcements that can be customized to present based on instructor-controlled start and end dates and times.		
	A.4	A printable class calendar with the ability to customize display for day, week, and month and include user-controlled sizing of the calendar display and font characteristics.		
	A.5	Access to individual assessment information and grades.		
	A.6	Task lists/to do.		
	A.7	Rosters/User directories.		
	A.8	A repository for limited personal information maintainable by system administrators and individual users.		
	A.9	Instructors will have access to post and edit their staff contact information, to include email address for availability to enrolled students and other associated users.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
3.	B.	Access/availability to the functions in 3.3.a must be controllable at the instructor/leader level for courses and organizations and system administration level for all levels of access from system to individual course/organization.		
	C.	Offeror will specify any content related capabilities provided in their product that are not specified in paragraph 3.3.a above.		
	D.	The LCMS must contain a content development tool that uses menu-based and WYSIWYG options for content creation and posting.		
3.	E.	The product will include, either organically or as a third party product, spell check, a symbol generator that includes scientific and mathematical notation, and the capability to display foreign language symbols.		
	F.	The product must support the import of content objects developed using common open architecture web development tools including HTML coding and objects/products developed in whole or in part using the products listed in paragraph 4, Attachment 3, Technical Requirements.		
	G.	The LCMS must support display of documents, graphs, charts, and other content developed using software packages common to FCPS including MS Office, and Inspiration. In known cases of incompatibility with specific third party software packages, Offeror will identify the software and describe in detail, any validated work-around.		
	H.	The CMS will include a copy function that will allow for copying all content from a single course to multiple courses and support the copy of multiple selected content objects from one course to multiple courses.		
4.		Communications		
4.	A.	The LCMS shall include:		
	A.1	Web browser neutral access to content from any Internet capable computer. Known incompatibilities or operational impacts associated with specific web browsers will be specified with validated work-around.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
4.	A.2	Outbound Email capability using email of record in user profiles both for third party accounts and via internet email. The management of Email availability and functionality must be available to instructors and system administrators.		
	A.2.a	The Email management utility will have the capability to allow system administrators to define distribution and availability limitations either at the individual course level, or by presetting restricted email distributions and availability within course templates as well as at the global level.		
	A.2.b	Administrators will have the ability to create mailing groups at the course and the system level respectively.		
	A.2.c	Instructors will have the ability to create mailing groups at the course level.		
	A.2.d	Anonymous email must not be allowed by the system.		
4.	A.3	The ability to create organization sites to support information and content for organizations such as school teams and clubs.		
	A.4	Posting of announcements at the class/organization, and school levels.		
	A.5	Posting of system level announcements.		
	A.6	Instructor ability to create discussion boards/groups and enrollment of users into these groups.		
	A.7	Instructor ability to create user polls and surveys.		
	A.8	Synchronous discussion capability.		
	A.9	A white board capability that accepts text, graphic, scientific and mathematical symbology, and freehand instructor or student input at the instructors discretion and will also display/link to instructor selected web pages.		
	A.10	A virtual classroom capability controlled by the course instructor via a management panel that facilitates guiding the discussion,		
	A.10.a	allowing individual students to respond to or ask questions		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
4.	A.10.b	Allows instructor to block individuals		
	A.10.c	Allows the instructor to designate a student group leader for selected topics or programs		
	A.10.d	Support archiving of virtual classroom sessions.		
	A.11	A digital drop box function, or equivalent capability, that allows students to upload assignments, materials and media information for access by instructor(s).		
	A.11.a	Students will only have access to information in the dropbox prior to submission.		
	A.11.b	Students will not have access to other users' materials.		
	A.11.c	Instructors may insert information in individual student boxes and will have access to all drop box materials.		
	A.12	Creation of wiki tools		
4.	A.12.a	System administrators shall have the ability to establish default settings for all system wiki tools.		
	A.12.b	Instructors shall be able to assign selected assigned users to wikis		
4.	A.12.c	Instructors shall have the ability to remove users from assigned wikis		
	A.12.d	Instructor shall have ability to view all wikis within their class and organization sites		
	A.12.e	Instructors shall have the ability to archive wiki artifacts		
	A.12.f	Instructors shall have the ability to establish view privileges for selected assigned students		
	A.12.g	Instructors shall have the ability to establish view privileges for all assigned students		
4.	A.13	Creation of web log (Blog) tools		
	A.13.a	System administrators shall have the ability to establish default settings for all system web log tools		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
	A.13.b	Instructors shall be able to assign selected assigned users to blogs		
	A.13.c	Instructors shall have the ability to remove users from assigned blogs		
	A.13.d	Instructor shall have the ability to view all blogs within their class and organization sites		
	A.13.e	Instructors shall have the ability to archive blog artifacts		
	A.13.f	Instructors shall have the ability to establish view privileges for selected assigned students		
	A.13.g	Instructors shall have the ability to establish view privileges for all assigned students		
4.	A.14	Creation of podcasts		
	A.14.a	System administrators shall have the ability to establish default settings for all system podcasts		
	A.14.b	Instructors shall have the ability to remove users from podcast view privileges		
	A.14.c	Instructor shall have ability to view all podcasts within their class and organization sites		
	A.14.d	Instructors shall have the ability to archive podcasts		
4.	A.14.e	Instructors shall have the ability to establish view privileges for selected assigned students		
	A.14.f	Instructors shall have the ability to establish view privileges for all assigned students		
5.		Assessments and Assignments		
5.	A.	The LCMS will include the capability to create and manage assessments and shall include the following capabilities:		
	A.1	Support for multiple question types		
	A.1.a	Essay/short answer		
	A.1.b	Multiple question essay		
	A.1.c	Fill-in-the-blank		
	A.1.d	Hot spot		
	A.1.e	Likert scale		
	A.1.f	Matching		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
5.	A.1.g	Multiple choice		
	A.1.h	Numeric answer		
	A.1.i	Ranking		
	A.1.j	Multiple response		
	A.1.k	True/false		
5.	A.2	Portability of questions		
	A.3	Portability of assessments		
	A.4	Randomized question display		
	A.5	Randomized distracter display		
	A.6	Multiple correct responses		
	A.7	Timed assessments		
	A.8	Response file attachments		
	A.9	Graphics inclusion in questions		
	A.10	Graphics inclusion in responses		
	A.11	Creation of question banks/pooling. Must also support import from and export to common third party products <ul style="list-style-type: none"> • ExamView • Respondus 		
5.	A.12	Supports sharing of question banks/pools internal to the LCMS		
	A.13	Support for allowing multiple attempts on selected assessments.		
	A.14	Support anonymous surveys with statistics.		
	A.15	Support password protected tests.		
	A.16	Support timed tests.		
	A.17	Test availability for block duration from specified number of hours up to a number of months		
	A.18	Limit number of times taken.		
	A.19	Ability to include media files (graphics, animations, audio, and video) in questions.		
	A.20	Ability to include media files (graphics, animations, audio, and video) in answers.		
	A.21	Instructor feedback areas for all question types.		
	A.22	Return option (grade only, grade with correct answer, grade with wrong answer).		
	A.23	Supports instructor allowing test restart and continue test options.		
	A.24	Supports display of multiple questions on a single page.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
	A.25	Supports the attachment of multiple files to essay questions.		
	A.26	Supports the ability to link to URLs within questions.		
	A.27	Provides the ability to incorporate scientific notation, mathematical symbols in questions.		
	A.28	Provides the ability to incorporate scientific notation and/or mathematical symbols in answers.		
	A.29	Provides the ability to create surveys and polls and perform analysis of the results.		
5.	B.	The LCMS shall provide for teacher controlled creation of student assignments		
	B.1	Teachers shall be able to create assignments and assign to specific class site areas		
	B.2	Teachers shall have control of availability of assignments		
5.	B.3	Assignments shall be able to include multiple files		
	B.3.a	Documents		
	B.3.b	Graphics		
	B.3.c	Links to external sites		
	B.3.d	Links to other enabled sites within the LCMS		
5.	B.4	Assignment results shall associate with the class grade book feature		
5.	C.	The LCMS shall provide a plagiarism instructional tool		
	C.1	Availability of the tool shall be controlled by a system administrator at the system level.		
	C.2	Availability shall be controlled by the teacher at the class site and organization level.		
	C.3	The plagiarism instructional tool shall allow for specifying which database or databases shall be accessed for analysis of written work.		
	C.4	The plagiarism instructional tool shall provide for secure access of written work submitted for analysis.		
	C.5	The plagiarism instructional tool shall provide feedback to students assessing the originality of their draft work.		
	C.6	The plagiarism instructional tool shall provide feedback to teachers assessing the originality of final student work.		

FUNCTIONAL REQUIREMENTS TABLE
(Ref: Special Provisions, Paragraph 8 and Attachment 4)

FUNCTIONAL REQUIREMENTS				
6.		Grade Book		
6.	A.	The LCMS shall include a grade book function that shall provide the following features:		
	A.1	A secure spreadsheet view for teacher/instructor use.		
	A.2	Ability to create customized grades for participation.		
	A.3	Automatically posts individual grades based on test and assessment results.		
	A.4	Ability to customize grade scales at the system and course levels.		
	A.5	Ability to weight grades.		
	A.6	Ability to weight categories.		
	A.7	Ability to post grades as a percentage.		
	A.8	Ability to post grades in total points.		
	A.9	Ability to post grades by performance category (Needs Improvement, Satisfactory, Good, Outstanding).		
6.	A.10	Allows for manual overwriting/change of test results.		
	A.11	Ability to display percentage of course completed based on success benchmark test completion.		
	A.12	Provides a secure student/parent view of individual grades based on system login password.		
	A.13	Instructor can enter grades by column		
	A.14	Instructor can enter grades by individual student.		
	A.15	Instructor can export gradebook in delimited format		
	A.16	Provides performance statistics for teachers and administrators including view by assessment/test, by item, and by student. Allows for analysis of course level test performance, and analysis of time in test by individual.		
	A.17	Support for organization by quarter.		
	A.18	Support for organization by semester.		
	A.19	Support for organization by year.		
	A.20	Support for teacher configurable evaluation periods.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

In all responses, Offeror shall clearly identify the provided capabilities by the following Response Code inserted into the Code Column:

4. The requirement is met “out – of – the – box”, requiring only configuration.
3. The requirement is/will be met through customization.
2. Requirement can be met through 3rd party product (must be specified in the comments column).
1. The requirement is not met.

Where appropriate, Offerors may expand on specific responses in a separate document. The table will contain, at a minimum, specific reference to the location of their expanded response. The expanded response will be cross-referenced to this table to ensure that evaluators can easily locate and fully evaluate the response(s)

TASKS TO BE PERFORMED				
		REQUIREMENT	CODE	OFFEROR RESPONSE TO REQUIREMENT
9.		TASKS TO BE PERFORMED		
		The Contractor is expected to maintain the technical and functional requirements in each category in identified in Attachment 3, Technical Requirements and Attachment 4, Functional Requirements as the contracted solution to include the following:		
9.	1.	The contractor shall provide FCPS an Enterprise license for the LCMS, hosted on servers dedicated to FCPS and hosted by the vendor or a vendor contracted service provider (ASP).		
	2.	<u>Project Management</u> : The Contractor shall adhere to best practices for effective management of project activities in accordance with the life-cycle management of projects outlined in the Project Management Institute (PMI) Guide to the Project Management Body of Knowledge (PMBOK), Version 4.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	2.A.	In collaboration with the FCPS project manager, the Contractor shall develop and maintain project plans with respect to the scope encompassed in this solicitation to ensure the cost, schedule, and quality for a successful implementation of the Contractor's proposed Solution. The Contractor must submit a task/activity plan specifying to the tasks to be undertaken and their estimated duration.		
	2.B	Time lines showing beginning and ending dates for each major task are to be included in implementation plans and any subsequent project effort developed during the life of the contract. as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the durations required to meet delivery dates required by the contract.		
	2.C	The Contractor shall coordinate its activities with FCPS and track the performance of those activities—making adjustments deemed appropriate, and in accordance with the mutually agreed upon change management processes outlined in Special Provisions, Paragraph 9. 22 by the joint FCPS and Contractor project team. The Contractor shall conduct periodic reviews with FCPS to report on project progress. The Contractor shall include key decision-makers in these reviews as appropriate, as well as the technical and functional resources capable of addressing agenda items in the reviews.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	3.	<u>Communication Plan:</u> , Upon project start, the Contractor shall apply the contracted communication plan. This detailed communication plan shall have details that include but are not limited to the ithe frequency and type of communications between the Contractor and FCPS (project manager) to ensure timely and accurate communication as needed for the success of the project.		
9.	4.	<u>Requirements Analysis and Validation:</u> The Contractor shall lead and document the requirements analysis with the objectives of understanding and specifying the requirements at a level sufficient to complete the development, customization, testing, and deployment of the proposed Solution both for initial deployment and for any subsequent work authorized by FCPS. FCPS will provide the subject matter expertise and sign-off on the requirements specifications, which the Contractor will place under configuration control. Revisions to baseline requirements must be managed by the change management process detailed in Section 10. Life-cycle requirements management will be documented using a requirements traceability matrix.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	5.	<p><u>Security Analysis:</u> The Contractor shall apply the contracted solution based on the their analysis of FCPS requirements that mitigates the risk of unauthorized access to data and/or functions within the proposed Solution, as well as prevent attacks that may jeopardize the integrity of the proposed Solution. At a minimum, the contracted Solution shall address authentication, authorization, user roles and levels of access to data and functions, data encryption, audit trails, and reports. SAS 70 II audit results are acceptable to fulfill this requirement. If a SASI 70 II audit has not been performed, the successful Contractor agrees to a third party security audit at Contractors expense, at FCPS discretion, and further agrees to develop a plan of corrective action and timeline for any vulnerabilities identified as a result of such audit.</p>		
9.	6.	<p><u>Hardware and Infrastructure Recommendations:</u> The Contractor shall apply the contracted solution for the hardware required that will satisfy FCPS performance requirements for the expected user base, will provide 24/7 access, and will mitigate any downtime. The Contractor shall also specify the infrastructure requirements for the recommended hardware. In collaboration with FCPS technical staff, the Contractor shall also specify the configuration of the recommended hardware within the FCPS operational environment. At a minimum, FCPS will need separate environments for development, testing, training, and production. In an ASP model, Contractor shall provide hardware infrastructure and management services as part of the Solution.</p>		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	7.	<u>Installation and Configuration:</u> The Contractor shall install and configure the contracted solution in a manner that meets the baseline requirements. The Contractor shall replicate this process for the development, testing, training, and production environments. The Contractor shall provide a secure environment for delivery of any software, patches, fixes, etc.		
9.	8.	<u>Software Customization:</u> Based on customization needs identified in the contracted solution and/or the requirements analysis, the Contractor shall implement those customizations approved by FCPS. The Contractor's implementation of these customizations shall be performed in accordance with the services specified in this section.		
9.	9.	<u>Data Conversion:</u> The Contractor shall develop and apply their data conversion plan to migrate current data to the contracted solution. The Contractor's plan shall include but not be limited to identifying data sources and targets, developing mappings and transformations, develop and test scripts to convert and load the data, and execute the data conversions according to the agreed upon plans. This detailed plan must allow for an incremental deployment of the solution.		
9.	10.	<u>System Interface Integration:</u> The Contractor's implementation of system interfaces shall be performed in accordance with the services specified in this RFP and subsequent documents jointly developed during the detailed project planning process. FCPS will facilitate interface and co-coordination with other vendors whose products are either currently integrated with the Blackboard product suite or accessed through the <i>FCPS 24/7 Learning</i> interface to efficiently integrate the development efforts.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	11.	<u>Design Walkthroughs:</u> The Contractor shall conduct design walkthroughs with FCPS staff to elicit early feedback on configurations, customizations, and interfaces. The Contractor will provide FCPS with the topics being covered and any related screenshots, design documentation, etc., one week prior to the scheduled walkthroughs. The Contractor will document the feedback and verify it with FCPS.		
9.	12.	<u>Testing:</u> Testing activities will be performed as specified in the Technical Requirements listed in Attachment 2		
9.	13.	<u>Deployment:</u> In collaboration with FCPS, the Contractor shall develop and execute a deployment plan of the configured Solution supporting a phased implementation. The deployment plan must have detailed steps, responsibilities, and timelines for moving the Solution into production. FCPS resources will also support the deployment as agreed during planning.. The Contractor shall have key personnel and resources on site at FCPS, as necessary to support data integration efforts, as each component is deployed to aid in rapidly addressing any issues that may arise.		
9.	14.-	<u>Maintenance and Support:</u> The Contractor shall provide an extended maintenance agreement, including support, for the term of the contract. Maintenance and support will include: software and documentation upgrades, remedy of software defects, and user support for FCPS support staff (Ref. Technical Requirements, Attachment 3, Paragraph 10		
9.	15.	<u>Warranty Period</u> – Contractor shall provide a minimum one year performance warranty covering the specifications for and performance of the application software commencing upon acceptance of phased deliverables. The warranty period will be extended, if necessary, to resolve outstanding substantive issues within the project scope.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	16.	<u>Documentation:</u> The Contractor shall apply the contracted documentation process. This process must be sufficient for FCPS to operate and sustain the contracted solution. The documentation shall be available to appropriate system support personnel online. The support site providing documentation access shall support document download in .pdf format. This documentation must include but is not limited to the following:		
	16.A	System installation and configuration instructions.		
	16.B	Application administration procedures.		
	16.C	End-user processes and functions with specific permission provided for FCPS to customize such documentation for internal use with acknowledgement of the source of such documentation.		
	16.D	System and application architecture.		
	16.E	Database schema and data dictionary.		
	16.F	Query and report writer functions.		
	16.G	Backup and recovery procedures.		
	16.H	Disaster recovery procedures.		
	16.I	Application troubleshooting and error messages.		
	16.J	Performance monitoring.		
	16.K	Hardware and software requirements.		
	16.L	Testing documentation including but not limited to use cases, test plans, test cases, and testing results mapped to baseline requirements as modified by any approved changes.		
	16.M	Security Architecture (i.e. how security is set up and any hierarchies).		
	16.N	Development tool(s) documentation.		

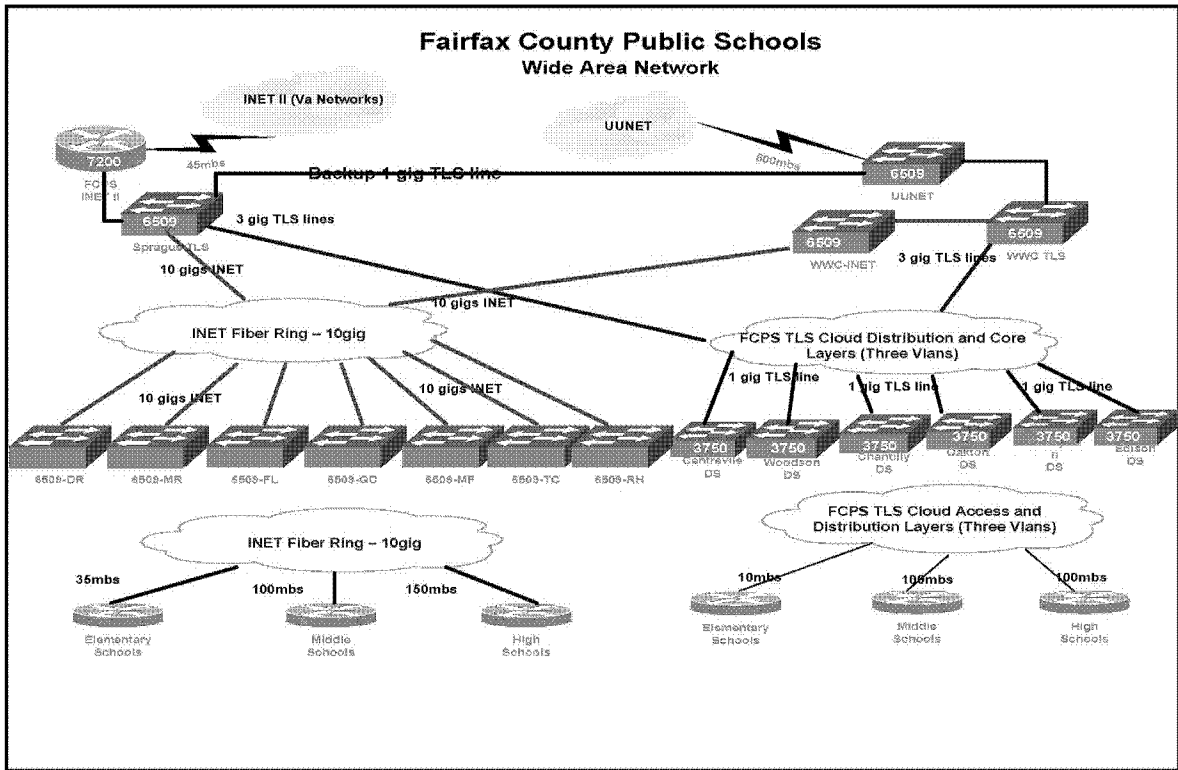
TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	17	<u>Consulting:</u> The Contractor shall be capable of providing consulting services on a task order basis as firm-fixed price services beyond the scope of the initial implementation based on a professional services agreement incorporated into contract with FCPS.		
9.	18	<u>Change Management:</u> The Contractor shall adhere to a change management processes throughout the life of the contract. The Contractor will acknowledge their endorsement of this general approach which shall include but not be limited to the following:		
	18.A	Whichever party to this Agreement identifies a potential change to the application software installed in support of FCPS will document the potential change, thereby initiating a change request under this process.		
	18.B	The change request will be presented to the FCPS project manager for approval to proceed with an initial analysis by the Contractor.		
	18.C	Once FCPS has authorized the Contractor to proceed with development of the change request, the Contractor will proceed with an initial analysis and complete the change request by specifying the change type, general feasibility, estimate of the cost to develop detailed specifications and then implement the change, and potential impact the change implementation would have on already adopted project timelines. Contractor will complete this analysis at no cost to FCPS and provide the document to the FCPS Project Manager for internal FCPS review.		

TASKS TO BE PERFORMED TABLE
(Ref: Special Provisions, Paragraph 9)

TASKS TO BE PERFORMED				
9.	18.D	FCPS will review the change request and issue a written notice to Contractor of FCPS' decision to approve, disapprove, or defer the change request. Upon receiving a written notice to proceed from FCPS, confirmed by the Change Request signed by the appropriate FCPS approval authority, Contractor will make the appropriate changes to the Project Work plan and supporting project documentation.		
	18.E	FCPS will process the final change authorization for appropriate modification to existing, or initiation of a new, task order for the work to be performed.		
9.	19.	The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.		

FCPS Technical Environment and Architecture
Information



Hardware and Networking Environment:

Desktop	<ul style="list-style-type: none">• Windows XP, Windows 2000, Windows 98
Server Platforms	<ul style="list-style-type: none">• Windows 2008• Windows 2003 Server, R2, SP2• SUN Solaris 8, 9, 10• Red Hat Linux Enterprise 3.0 and 4.0
Networking	<ul style="list-style-type: none">• TCP/IP• Wireless 802.11G, 302N.11• 802.1x (PEAP)• VPN (Cisco)
Handheld Devices	<ul style="list-style-type: none">• RIM BlackBerry•• iTouch (in field test)
System Management	<ul style="list-style-type: none">• Microsoft MOM 2007• HP Insight Manager• Nagios• Solarwinds• Microsoft SMS 2003
Building Access Systems	<ul style="list-style-type: none">• DMP SystemLink
Phone Systems	<ul style="list-style-type: none">• Mitel and Siemens
Outbound Calling Systems	<ul style="list-style-type: none">• EasyCaller, PhoneMaster and School Messenger

FCPS Technical Environment and Architecture Information

Enterprise Application Environment.

Databases	<ul style="list-style-type: none"> - Oracle 9i and Higher, predominantly 10g - Microsoft SQL Server 2005-2008
Web Servers	<ul style="list-style-type: none"> - iPlanet 6.0 - Microsoft IIS 7.0 - Microsoft IIS 5.0 - Apache 1.3 - Apache 2.0
Anti Virus	<ul style="list-style-type: none"> - McAfee (Desktop) - Symantec Antivirus (Server)
Application Servers	<ul style="list-style-type: none"> - Oracle Application Server 10g - Oracle HTMLDB - Microsoft IIS 6.0 and 5.0 - Tomcat 4.x - WebSphere (potential future use) - JRun 4.0 - Coldfusion 6.1 Standard, - Coldfusion MX 9.0 Enterprise
Directory/Authentication Servers	<ul style="list-style-type: none"> - Oracle Internet Directory (OID) - Windows 2003 Server/Active Directory - Microsoft Internet Authentication Server (RADIUS & PEAP) - Novell Identity Manager, eDirectory, Access Manager, (SAML)
Workflow	<ul style="list-style-type: none"> - Oracle Workflow
Enterprise Application Integration (EAI)	<ul style="list-style-type: none"> - WebMethods Integration Server
Web Content Filtering	<ul style="list-style-type: none"> - Websense Enterprise
Mobile Presentation Servers	<ul style="list-style-type: none"> - Defywire Mobility Suite
Internally Hosted COTS Client/Server and Web Applications	<ul style="list-style-type: none"> - SASI– Student Information System (Current) - Genesis Student Information System (available at time of project implementation) - Lawson - Human Resources - eCART HORIZON assessment application
Internally Hosted and Developed Web Applications	<ul style="list-style-type: none"> - Curriculum Repository - Internally developed Cold Fusion application - EDSL – Data Warehouse, Internally developed Oracle Application
Externally Hosted Web Applications	<ul style="list-style-type: none"> - Blackboard LEARN Academic Suite - eCART (Electronic Curriculum Assessment Resource Tool) built on Blackboard LEARN Naviance SUCCEED - Discovery Education - True North Logic ProfessionalDevelopment LCMS - Blackboard Connect